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

**FOR**

**BLEDSON SPRINGS**

**AND**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**BLEDSON SPRINGS TOWNHOMES**

**A TOWNHOUSE PLANNED UNIT DEVELOPMENT  
(Horizontal Property Regime with Private Elements)**

This Declaration of Covenants, Conditions, and Restrictions for Bledson Springs and for Bledson Springs Townhomes is made as of the date set forth on the signature page hereto by **M/I Homes of Nashville, LLC**, a Delaware limited liability company ("Declarant"), the owner of the Development Property (defined below), and all other persons or entities, presently owning or hereafter acquiring any of the Development Property.

**RECITALS**

WHEREAS, Declarant, being the owner and legal title holder of certain real property in Sumner County, Tennessee (the "Development Property"), as more particularly described on **Exhibit A** attached hereto, desires to subdivide, develop and plat a portion of the Development Property into single family detached residential lots (the "SFD Property"), as shown and further described on Exhibit B-1 attached hereto, and to develop a portion of the Development Property (the "Townhome Property") as a Townhouse Planned Unit Development, a horizontal property regime with Private Elements pursuant to the Horizontal Property Act of the State of Tennessee codified at Tenn. Code Ann. § 66-27-101 through 123, establishing and maintaining thereon single-family residential Townhomes, as shown and further described on Exhibit B-2 attached hereto; and

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and character of the Development Property; and

WHEREAS, Declarant desires to provide a system of administration, operation and maintenance of the Development Property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers

of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Tennessee, as a non-profit corporation, Bledsoe Springs Owners Association, Inc. and Bledsoe Springs Townhomes Owners Association, Inc. for the purpose of exercising the functions aforesaid.

WHEREAS, Declarant shall have the unilateral right to annex additional areas from the Development Property and/or purchase additional property adjacent to the Development Property and add same to the Development Property as future phases of the proposed development thereon and subject any such annexed property to this Declaration; and

WHEREAS, Declarant desires to establish for its own benefit and for the benefit of all current and future Owners and Occupants of the Development Property or any portion thereof, certain rights, privileges and easements in, over and upon the Development Property, and to this end, desire to subject the Development Property to certain mutually beneficial covenants, restrictions, obligations, easements, charges and liens for the purpose of enhancing and protecting the value, desirability and attractiveness and well as the proper use, conduct and maintenance of the Development Property or any part thereof.

NOW, THEREFORE, for the purposes set forth herein above Declarant, as legal title holder of the Development Property, declares as follows:

#### **Article I DEFINITIONS**

The terms in this Declaration and the attached exhibits and other Governing Documents shall generally be given their commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1. "Act" shall mean and refer to the "Horizontal Property Act" of the State of Tennessee codified at Tennessee Code Annotated, Section 66-27-101 through 123. As used in the Declaration, the term "Declaration" shall be synonymous with "Master Deed" as defined in the Act.

2. "Administrative Functions" shall mean and refer to all functions of, for, and on behalf of the Association or the Townhome Association, respectively, that are necessary or proper under this Declaration, including, without limitation: (a) providing management and administration of the Association or the Townhome Association; (b) providing development review, control, and approval functions; (c) incurring reasonable attorneys' fees and accountants' fees; (d) obtaining insurance and bonds; (e) paying real estate, personal property, or other taxes levied against the Development Property; (f) incurring filing fees, recording costs, and bookkeeping fees; (g) obtaining and maintaining offices and office furniture and equipment; and (h) performing all other reasonable and ordinary administrative tasks associated with the operation of the Association or the Townhome Association.

3. "Applicable Law" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development Property in effect at the time a provision of this Declaration, as may be amended from time to time, is applied and pertains to the subject matter of the provision of this Declaration, and all other ordinances and any other applicable building codes, zoning restrictions and permits, or other applicable regulations.

4. "Appointment Period" shall mean and refer to the period of time commencing as of the date of the recordation of this Declaration and, except as may otherwise be prohibited by law, continuing until the earlier of: (a) ten (10) years from the date of the recording of this Declaration; (b) the date that is nine (9) months after one hundred percent (100%) of the Lots and Units have been conveyed to Owners; or (c) any such earlier date as Declarant, in its sole discretion, elects to terminate the Appointment Period by written notice to the Association of such termination.

5. "Assessment" shall mean and refer to: (a) Common Assessments, (b) Special Assessments, (c) Townhome Assessments, (d) Individual Lot/Unit Assessments, and (e) Reimbursement Assessments, all of which are further defined herein. Assessment shall include all costs and reasonable attorney's fees incurred in the enforcement thereof and shall additionally include interest thereon.

6. "Assessment Year" shall mean and refer to the calendar year or such other period of twelve consecutive calendar months selected by the Board for the levying, determining, or assessing of the annual Assessments under this Declaration.

7. "Association" shall mean and refer to Bledsoe Springs Owners Association, Inc., a Tennessee non-profit corporation, its successors and assigns. Each Owner, including the Owner of a Lot and/or a Unit, shall be a Member of the Association. See also "Townhome Association" defined below.

8. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association having its normal meaning under Tennessee corporate law and designated to act on behalf of the Association. See also "Townhome Board" defined below.

9. "Budget" shall mean and refer to a written, reasonably itemized estimate of the expenses to be incurred by the Association in the performance of its functions under this Declaration. A Budget will be prepared for each Assessment Year prior to the commencement thereof as further provided herein. See also "Townhome Budget" defined below.

10. "Builder" shall mean and refer to any Person who is in the business of constructing single family and/or multi-family residences and who acquires any Lot or Unit building site(s) (referred to herein as Unit Pad(s), defined below) within the Development Property for the purpose of constructing homes upon any Lot and/or Unit(s) upon any Unit Pad for sale to a third party customer of the Builder.

11. "By-Laws for Bledsoe Springs" shall mean and refer to the By-Laws of the Bledsoe Springs Owners Association, Inc. attached hereto as **Exhibit D-1** and made a part hereof, as same may be amended from time to time.

12. "By-Laws for Bledsoe Springs Townhomes" shall mean and refer to the By-Laws of the Bledsoe Springs Townhomes Owners Association, Inc. attached hereto as **Exhibit D-2** and made a part hereof, as same may be amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with administration and maintenance of Townhome Property and other matters which the Act provides are to be dealt with by the By-Laws shall be deemed to be part of the By-Laws.

13. "Common Area" shall mean and refer to any and all the real and personal property and/or facilities on or within the Development Property owned by and/or reserved for maintenance by the Association and such other property as shall become the responsibility of the Association through easements or otherwise, including all open space, walking trails, entrances, rights-of-way, sign

easements, landscape easements, recreational areas, maintenance facilities, and surface water detention facilities or other bodies of water, as shown on any current and future Plat. All Common Areas shall be maintained and landscaped by the Association and shall be reserved for the non-exclusive use, benefit, and enjoyment of the Owners and their family members, invitees, agents, and servants, subject to the conditions, restrictions, and limitations imposed by this Declaration.

14. "Common Element" shall mean and refer to all of the Townhome Property comprising the Townhome Planned Unit Development, except for the Units and the Private Elements and Limited Common Elements appurtenant thereto. All Common Elements shall be exclusively owned by the Townhome Association for the use and benefit of every Owner of a Unit, who shall be a co-owner of the Townhome Association as set forth in Tenn. Code Ann. § 66-27-102(15). Notwithstanding the foregoing, certain portions of the Townhome Property such as open space, walking trails, entrances, rights-of-way, sign easements, landscape easements, recreational areas, maintenance facilities, and surface water detention facilities or other bodies of water, may be designated as Common Area and excluded from the Common Elements of the Townhome Property. Without limiting the generality of the foregoing, Common Elements shall include the following, except as otherwise herein provided or stipulated:

- a. The land, devices, improvements, structures, installations or any other elements or part of the Townhome Property that are rationally for the common use and benefit of all Owners of Units or necessary to the existence, upkeep and safety of the Townhome Planned Unit Development established by this Declaration.
- b. All foundations, roofs, exterior walls, bearing walls and columns that are common to two (2) or more Units.
- c. All other elements of any Building desirable or rationally of common use or necessity to its existence, upkeep or safety.
- d. All compartments or installations of central services such as power, light, gas, water, sewer, telephone, cable television, including master meters, and the like on the Townhome Property that are common to or service two (2) or more Units.
- e. All improvements, devices, or installations existing for the common use and benefit of the Owners of Units.
- f. All roads, rights-of-way, and other paved paths for vehicle and pedestrian traffic within the Townhome Planned Unit Development.

15. "Community" or "Bledsoe Springs" shall mean the all property that at any time has been subjected to the provisions of this Declaration, initially including all of the Development Property described in **Exhibit A** attached to this Declaration, and will include all property subjected to the provisions of the Declaration by amendment or supplement to the Declaration or by supplemental declaration, and all property owned by the Association, together with all easements and appurtenances

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

17. "Declarant" shall mean and refer to **M/I Homes of Nashville, LLC**, a Delaware limited liability company, its successors and assigns, provided such successors and assigns are expressly

designated by Declarant in a written and recorded instrument as a successor or assign of the rights of Declarant set forth herein. Declarant may and shall have the right to assign all or a portion of its rights, powers, easements and privileges under this Declaration and, as applicable, the Act, as further set forth and reserved to Declarant. In the event of a partial assignment, the assignee shall not be deemed the Declarant but may and shall have the right to exercise such rights, powers, easements and privileges of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. From and after any such assignment, the assigning Declarant shall thereafter automatically be relieved from any and all obligations and liability associated with the assignee's exercise of the Declarant's rights so assigned.

18. **"Declaration"** shall mean and refer to this **Declaration of Covenants, Conditions and Restrictions for Bledsoe Springs and Bledsoe Springs Townhomes** applicable to the Development Property and all subsections thereof and recorded in the Register's Office for **Sumner County, Tennessee**, as may be amended from time to time.

19. **"Delinquency Interest Rate"** shall mean and refer to an annual interest rate established by the Board from time to time, which shall otherwise by default be the maximum contract rate of interest allowed to be charged under applicable law; provided, however, in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest allowed to be charged under applicable law, as amended from time to time.

20. **"Development Property"** shall mean and refer to the real property comprising the SFD Property and the Townhome Property collectively described and further shown on **Exhibit A** attached hereto and made a part hereof. See also "SFD Property" and "Townhome Property" defined below.

21. **"Dwelling"** shall mean and refer to an Improvement on a Lot or a Unit intended exclusively for occupancy as a single-family home and purposes customarily incidental thereto.

22. **"Governing Documents"** shall collectively mean and refer to this Declaration and any applicable Supplemental Declaration, amendment, the Bylaws and Charter of the Association, any architectural or design standards, fine schedule, and any use restrictions and/or Rules & Regulations, each as may be adopted, amended, and/or supplemented from time to time.

23. **"Improvement"** and mean and refer to all man-made or man-installed alterations to the Development Property which cause the Development Property to deviate from its natural condition, including but not limited to single-family homes, Dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, and spas; sport and all other recreational courts, fixtures, and facilities, whether permanent or portable, including but not limited to, basketball hoops and lacrosse and soccer goals; children's recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; pet houses, runs, and enclosures; changing of colors or materials; exterior ornamentations; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, sidewalks and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.

24. **"Limited Common Elements"** shall mean and refer to Common Elements and other fixtures lying partially within and partially outside the designated boundaries of a Unit, any portion thereof serving any Unit(s) to the exclusion of other Units, the enjoyment, benefit and use of which is reserved exclusively to the Owner(s) of such Unit(s) pursuant to this Declaration, any Plat or Site Plan or otherwise designated

as such by the Board of Directors. Without limiting the generality of the foregoing, such Limited Common Elements include pipes, ducts, chutes, flues, wiring, conduit, walls, partitions, columns, utility meter, water heater, condensing units, HVAC equipment, shutters, awnings, window boxes, window frames and screens, door and door frames, window and door glass panes, doorsteps, stoops, as well as porches, patios, and balconies, if any. As set forth in Tenn. Code Ann. § 66-27-102(12), Limited Common Elements located upon Private Elements shall be deemed Private Elements.

25. “Lot” shall mean a portion of the Development Property, whether developed or undeveloped, intended for the development, use, and occupancy as a detached single family residence. The term shall include all portions of the Lot owned, including any structure thereon. A Lot shall include all easement rights appurtenant to such Lot as set forth herein or as shown on the final subdivision plat for the respective phase or section of Bledsoe Springs. In the case of a portion of the Community intended and suitable for subdivision into single family lots, but as to which no subdivision plat has been recorded in the land records, such property shall be deemed to contain the total number of Lots shown on Declarant's concept plan or site plan until such time as a subdivision plat is recorded with respect to all or a portion of the property. Thereafter, the portion encompassed by such plat shall contain the number of Lots shown on the plat and any portion not platted shall continue to be treated as set forth in this paragraph.

26. “Member” shall mean and refer to any Person(s) that shall be an Owner of a Lot and/or a Unit. An Owner of a Unit shall also be a Member and co-owner of the Townhome Association.

27. “Mortgage” shall mean and refer to any a first priority mortgage encumbering a Lot or a Unit held by a Mortgagee.

28. “Mortgagee” shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution, which is in the business of making mortgages to customers and which is the record holder of a recorded first priority Mortgage encumbering one or more Lots or Units or property within the Development Property, which is not affiliated with the Owner and which has given written notice of its Mortgage to the Association.

29. “Occupant” shall mean and refer to any Person in possession of a Lot or a Unit, regardless of whether said Person is an Owner.

30. “Owner” shall mean and refer to the Person(s) whose estates or interests, individually, or collectively, aggregate fee simple ownership of a Lot or a Unit, together with the Private Elements and Limited Common Elements appurtenant to such Unit. “Owner” shall not mean the Mortgagee or beneficiary of a recorded Mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Lot or Unit.

31. “Person” shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity capable of holding title to real property. The use of the masculine pronoun shall include neuter and feminine references, as applicable, and use of the singular shall include the plural where the context so requires.

32. “Plans” shall mean and refer to the detailed plans prepared for construction of any Improvement on or within the Development Property, which shall comply with the architectural control provisions, if any, of this Declaration.

33. “Plat” shall mean and refer to the plat(s) recorded or to be recorded in the Register's Office for the County in which the Development Property, or portion thereof, is located subdividing the SFD

Property into Lots and reflecting thereon the streets, common areas, utility easements, and other matters normally shown on subdivision plats.

34. “Private Element” shall mean and refer to the lot area upon which a Unit is located and the improvements located thereon as bound by the exterior finished surfaces of each Unit and the center of any foundation, wall or roof that is common to two Units, as further depicted on **Exhibit B-2** attached hereto and made a part hereof, exclusive of any Common Elements located thereon. Exclusive ownership and use of the Private Elements for each Unit is reserved to such Unit. As set forth in Tenn. Code Ann. § 66-27-102(12), Limited Common Elements located upon Private Elements shall be deemed to be Private Elements.

35. “Record” and/or “Recording” shall mean and refer to the recording of an instrument in the Register’s Office for the County in the State of Tennessee in which the Development Property, or portion thereof, is located.

36. “Rules and Regulations” shall mean and refer to the rules and regulations concerning the use of the Lots or the Units, its Private Elements and Common Elements appurtenant thereto, as may be adopted by the Board in accordance with this Declaration and/or the By-Laws from time to time.

37. “SFD Property” shall mean and refer to that certain portion of the Development Property to be developed and platted into separate single family detached residential lots as shown on **Exhibit B-1** attached hereto and made a part hereof.

38. “Site Plan” shall mean and refer to the diagram, plan, survey, or plat of the Townhome Property presently submitted as well as any other diagrams, plans, surveys, or plats as may be submitted to this Declaration and the provisions of the Act, which show the number, area and location of each Unit and other data necessary for their identification. The current Site Plan for Bledsoe Springs Townhomes, as may be amended from time to time, is attached hereto as **Exhibit B-2**, and made a part hereof. No dedication to the public is intended by recording any Site Plan with this Declaration, except as otherwise provided by Declarant.

39. “Supplemental Declaration” shall mean and refer to any amendment to the Declaration whereby Declarant submits additional property to the terms of the Declaration or otherwise amends the Declaration as provided herein.

40. “Townhome Association” shall mean and refer to Bledsoe Springs Townhomes Owners Association, Inc., a Tennessee non-profit Townhome corporation, its successors and assigns. The Townhome Association shall be a sub-association of the Association and shall be subject to the Governing Documents of the Association. Any conflict between the Governing Documents of the Association and any Townhome Association resolution or other governing document shall be resolved in favor of the Governing Documents of the Association. Each Owner of a Unit shall be a Member and co-owner of the Townhome Association in addition to being a Member of the Association.

41. “Townhome Board” or “Townhome Board of Directors” shall be the elected governing body of the Townhome Association having its normal meaning under Tennessee corporate law and designated to act on behalf of the Association.

42. “Townhome Budget” shall mean and refer to a written, reasonably itemized estimate of the expenses to be incurred in connection with the Townhome Property specifically and independently of the SFD Property. A Townhome Budget will be prepared for each Assessment Year prior to the commencement thereof as further provided herein.

43. “Townhome Building” shall mean and refer to any one or all of the building(s) located on the Townhome Property as further set forth and described on the Site Plan for the Townhome Property attached hereto as **Exhibit B-2** and forming a part of the Townhome Property and each containing Units.

44. “Townhome Property” shall mean and refer to that certain portion of the Development Property to be developed as a Townhome Planned Unit Development, a horizontal property regime with Private Elements pursuant to the Horizontal Property Act of the State of Tennessee codified at Tenn. Code Ann. § 66-27-101 through 123, and establishing and maintaining thereon single-family residential Townhomes, shown and described on **Exhibit B-2** attached hereto and made a part hereof.

45. “Transfer of Control” shall mean and refer to the end of the Appointment Period as set forth herein.

46. “Unit” shall mean and refer to the individually numbered portion of any Townhome Building, designed and built for use and occupancy as a residence and intended for independent ownership, which is not owned in common with any other Unit Owner. The boundaries of each Unit shall be the interior unfinished surfaces of the structural materials and Improvements (e.g. flooring, ceiling, and walls) enclosing such living space on the Development Property. Any Unit may be jointly or commonly owned by more than one Person.

47. “Unit Pad” shall mean and refer to the area of the Development Property upon which a Unit comprising a Building is shown on the Site Plan. Any Unit Pad(s) to be conveyed to Builder(s) for the construction of Units thereon shall not be conveyed separately from all other Unit Pads comprising any Building. Except as otherwise provided herein, Unit Pads, whether developed or to be developed as shown and further depicted (as future phase or otherwise) on **Exhibit B-2**, as may be amended from time to time, shall constitute and/or be considered a “Unit” for the purposes of calculating the total number of Units comprising the Townhome Property, Membership in and co-ownership of the Association, Voting rights, and Assessment obligations.

48. “Vote” shall mean and refer to the vote in the affairs of the Association or the Townhome Association, respectively, to which each Member is entitled, as further set forth herein.

## **Article II**

### **PROPERTY SUBJECT TO DECLARATION**

1. **Purpose of Declaration.** This Declaration is executed: (a) in furtherance of a common and general plan for the Development Property and for those other parcels of land which may hereafter become part of the Development Property; (b) to protect and enhance the quality, value, desirability, and attractiveness of all land which is or becomes part of the Development Property; (c) to establish an Association and Townhome Association to hold, maintain, care for, and manage the Development Property and to perform functions for the benefit of owners thereof; (d) to define the duties, powers, and rights of the Association and Townhome Association; and (e) to define certain duties, powers, and rights of Owners within the Development Property.

2. **Property Subject to Declaration.** Declarant, for itself and its heirs, legal and personal representatives, successors, and assigns, hereby declares that the property located in **Sumner County**, Tennessee, as is more particularly described and shown on **Exhibit A** attached hereto and made a part hereof, together with any Future Phase Property, shall be owned, held, transferred, leased, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Declaration. The



covenants and restrictions contained herein constitute covenants running with the land and shall be binding upon and shall inure to the benefit of all parties now owning or hereafter having or acquiring any right, title, or interest in any Lot or Unit within the Development Property or any portion thereof. Every Person hereafter acquiring such property, by acceptance of a deed thereto, shall accept such interest subject to the terms and conditions of this Declaration and the Governing Documents, and by acceptance of same shall be deemed to have consented to and be bound by the terms, conditions, and covenants of this Declaration and the Governing Documents.

3. **Townhome Planned Unit Development.**

a. **Establishment.** Declarant hereby submits and subjects the Townhome Property to the provisions of the Horizontal Property Act of the State of Tennessee codified at Tenn. Code Ann. § 66-27-101 through 123 and this Declaration, and hereby establishes a Townhome Planned Unit Development to be known as **Bledsoe Springs Townhomes** pursuant to Tenn. Code Ann. § 66-27-103(b), and hereby declares that the Townhome Property shall be held, sold and enjoyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Townhome Property, which is within and part of the Development Property and which shall run with the land and be binding upon and inure to the benefit of all parties now or hereafter having any right, title, or interest in the Townhome Property or any part thereof.

b. **Site Plan.** The Site Plan attached hereto as **Exhibit B-2** and incorporated herein sets forth the numbers, areas, and location of each Unit, the Private Elements appurtenant thereto, as well as any other data necessary for their identification as required by the Act.

c. **Units.** Each Unit is numbered as shown on the Site Plan and the legal description of each Unit shall consist of the identifying number or symbol of each Unit and its Private Elements as shown and further described on the Site Plan attached hereto as **Exhibit B-2**. Every deed, lease, Mortgage, deed of trust, or other instrument shall legally describe a Unit by its identifying number as shown on the Site Plan and every description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Owner shall by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Unit or its Private Elements to be separated into any tracts or parcels different from the whole Unit and its Private Elements as shown on the Site Plan. The total number of Units contained within the horizontal property regime established hereby may be increased or decreased as a result of the exercise by Declarant of its right to do so; provided, however, that nothing contained herein shall be deemed to obligate the Declarant to so increase or decrease the total number of Units, or be a warranty or representation that Declarant shall do so, such right being at Declarant's sole and absolute discretion.

4. **Common Area Rights.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot or Unit shall be deemed to have delegated all such rights to the Owner's lessee.

5. **Acceptance of Development.** Except for Declarant, the acceptance of a deed to any Lot within the SFD Property or a Unit within the Townhome Property, or any portion thereof, such purchaser shall be deemed to have accepted and approved the entire plans for the Development Property and all

Improvements constructed thereon by that date including, without limitation, the utilities, drains, roads, landscaping, fences, entrance, decorative masonry, and all other infrastructure and improvements of **Bledsoe Springs and Bledsoe Springs Townhomes**. Declarant reserves all rights, warranties, claims or other causes of actions related to or arising out of the development and construction of the Development Property. With respect to the conveyance of any Lot or Unit by Declarant to a subsequent Owner, **all such Development Property and all Improvements constructed thereon shall be accepted by such Owner "AS IS" without any representation or warranty, express or implied, in fact or by law, with respect thereto, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion, or the future economic performance or operations of, or the materials which have been or will be used in such property or repairs.**

6. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of property within the Development Property then owned by Declarant or its affiliates or the Association or Townhome Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes of any nature whatsoever in the plans for Bledsoe Springs community desired to be effectuated by the Declarant. To the extent that any property to be removed from the Development Property is owned by a Person other than Declarant, such Person's consent must be obtained for such removal, as evidenced by such Person's signature affixed to the Declaration amendment.

#### **NOTICE**

**The restrictions and other matters set forth in this Declaration are subject to change from time to time. By owning or occupying a Lot or a Unit, you agree to remain in compliance with the provisions of this Declaration and Governing Documents, as they may change from time to time.**

### **Article III MEMBERSHIP AND VOTING RIGHTS**

1. **Owners Association.** There has been or will be formed an Association having the name "**Bledsoe Springs Owners Association, Inc.**", a Tennessee non-profit corporation, which shall be the governing body for all Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation, and care of the Development Property, as provided in this Declaration and the Governing Documents. The Articles of Incorporation for the Association are attached hereto as **Exhibit C-1**. There has also been formed a sub-association, the Townhome Association, having the name "**Bledsoe Springs Townhomes Owners Association, Inc.**", a Tennessee Townhome non-profit corporation. All of the Common Elements shall be owned by the Townhome Association for the use and benefit of the Owners of the Units and their family members, invitees, agents, representatives, tenants, and licensees for such purposes incidental to the use of the Units. The Articles of Incorporation for the Townhome Association are attached hereto as **Exhibit C-2**. The Association and Townhome Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association and Townhome Association shall be for the sole benefit of Owners, and all funds received by the Association and Townhome Association shall be held and applied by it for the use and benefit of the Owners in accordance with the provisions of this Declaration and Governing Documents.

2. **Board and Townhome Board.** The affairs of the Association shall be managed by the Board, which shall consist of not less than five (5) Directors. The Board shall be elected and serve in accordance with the provisions of the By-Laws. The By-Laws for the Association shall be the By-Laws attached to this Declaration as **Exhibit D-1** and made a part hereof. The affairs of the Townhome Association shall be managed by the Townhome Board, which shall consist of not less than three (3) Directors, who shall be Unit Owners. The Board shall be elected and serve in accordance with the provisions of the Townhome By-Laws. The By-Laws for the Townhome Association shall be the By-Laws attached to this Declaration as **Exhibit D-2** and made a part hereof. The fiscal year of the Association and Townhome Association shall be determined by the respective Boards, as may be changed from time to time by the Board or Townhome Board, as applicable. Except as to matters set forth herein as requiring a Vote of the Owners, the Board and Townhome Board shall have full authority to make all decisions and take any and all actions on behalf of their respective Association. During the Appointment Period, the Declarant shall determine the number of Directors to serve on the Board and Townhome Board, and Declarant shall have the unilateral right to appoint all of such Directors to serve on the Board and Townhome Board.

a. By resolution, the Board and the Townhome Board may delegate portions of their authority to an executive committee or to other committees, tribunals, officers of the Association or Townhome Association or to agents and employees thereof, but such delegation of authority shall not relieve the Board or the Townhome Board of the ultimate responsibility for management of the affairs of the Association or Townhome Association. Action by or on behalf of the Association or Townhome Association may be taken by the respective Board or any duly authorized executive committee, officer, agent, or employee without a Vote of Owners, except as otherwise specifically provided in this Declaration.

b. The election of the Board by the Owners shall be those Persons receiving the highest number of Votes with each respective Lot or Unit Owner allowed one (1) Vote per Lot and/or Unit owned for as many candidates as are there are Directors being elected at a meeting of the Owners for such purpose at which a quorum is present; provided, however, the Board shall consist of not less than sixty percent (60%) Lot Owners and not less than forty percent (40%) Unit Owners. For example, if the Board is comprised of five (5) Directors, then three (3) of the Directors must be Lot Owners and two (2) must be Unit Owners. Accordingly, Owners receiving the highest number of Votes satisfying the required minimums shall be Board members.

c. The election of the Townhome Board by the Townhome Owners shall be those Persons receiving the highest number of Votes with each respective Unit Owner allowed one (1) Vote per Unit owned for as many candidates as are there are Directors being elected at a meeting of the Owners for such purpose at which a quorum is present. Accordingly, the Unit Owners receiving the highest number of Votes shall be Townhome Board members.

3. **Membership.** Each Owner of a Lot shall be a Member of the Association and each Owner of a Unit shall be a Member of the Association and a Member and co-owner of the Townhome Association. Membership in the Association and, as applicable, Membership and co-ownership in the Townhome Association shall be appurtenant to and may not be separated from ownership of a Lot or a Unit. An Owner's membership in the Association and membership and co-ownership in the Townhome Association shall automatically terminate when such Person ceases to be an Owner. Upon the conveyance or transfer of an Owner's ownership interest to a new Owner, the new Owner shall succeed simultaneously to the former Owner's membership in the Association and, as applicable, membership and co-ownership in the Townhome Association.

<b>NOTICE</b>
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**If you acquire a Lot or a Unit you automatically become a Member of the Association or Townhome Association, respectively. Membership is Mandatory.**

4. **Voting.** The voting rights of the Members shall be appurtenant to their ownership of a Lot or Unit. Each Member shall be entitled to cast one (1) Vote for each Lot or Unit owned by such Member; provided, however, during the Appointment Period, the Declarant, its successors and assigns, shall have one (1) Vote for each Lot and Unit owned by the Declarant plus four (4) Votes of each Lot and Unit owned by any Person who is not the Declarant. When two or more Persons hold an interest (other than a leasehold or security interest) in a Lot or a Unit, all such Persons shall be Members; but the Vote attributable to such Lot or Unit shall be exercised by one of such Persons as proxy and nominee for all such Members, and in no event shall more than one (1) Member be entitled to cast the Vote attributable to such Lot or Unit. Furthermore, neither the Declarant nor any other Person dealing with the Development Property shall have any duty to inquire as to the authorization of the Member casting the Vote for a Lot or a Unit, but shall be entitled to rely upon the evidence of a Vote by such Person as conclusive evidence of such Member's authority to cast the Vote for such Lot or Unit.

5. **Effect of Delinquency.** Any Member, who is delinquent in the payment of any Assessment or other charge duly levied by the Association or Townhome Association against a Lot or Unit owned by the Member, shall not be entitled to Vote until all such Assessments and charges, together with reasonable penalties, interest, and costs of collection, as the Board may impose or incur, have been paid to the Association or Townhome Association. In addition, the Board may suspend the right of such Member to use the Common Areas or any other facilities or services that the Association may provide until such delinquency is cured. Further, the Townhome Board may suspend the right of such delinquent Unit Owner to use certain Common Elements or any other facilities or services that the Townhome Association may provide until such delinquency is cured. The forgoing rights of the Board and Townhome Board shall be in addition to all other rights set forth herein or available at law or in equity with respect to a failure to pay Assessments.

6. **Manner of Voting.** Except as specifically provided elsewhere herein, the Board and the Townhome Board shall have the authority to regulate the procedural rules governing Votes by the Members, the acceptance of proxies from Members, the validity of voice votes, ballot votes, or other manners of Voting and any regulation of the solicitation of Votes or proxies. Votes may be cast by electronic ballot.

7. **Non-Liability of Declarant, Board, and Officers.** To the extent permitted by law, neither the Declarant nor the Board or the Townhome Board or officers of the Association or Townhome Association shall be personally liable to Owners or the Association or Townhome Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Owners and Association or Townhome Association shall indemnify, hold harmless, and defend Declarant, the Board and officers and their respective heirs, executors, administrators, successors, and assigns, as set forth herein.

8. **Binding Determination.** In the event of any dispute or disagreement between any Owners relating to the Development Property or the use, right to use, or maintenance of any Common Area or, as applicable, any Common Element or Private Element, or any other questions of interpretation or application of the provisions of this Declaration or the Governing Documents, the determination thereof

by the Declarant during the Appointment Period and thereafter the Board shall be final and binding on each and all Owners.

**Article IV  
RIGHTS AND OBLIGATIONS OF THE  
ASSOCIATION AND TOWNHOME ASSOCIATION**

1. **General Powers and Duties.** The Association and Townhome Association have been or will be formed to further the common interests of the Owners. The Association and, as applicable, the Townhome Association, acting through their respective Boards or through persons to whom the Board or the Townhome Board have delegated any authorized powers of such Board(s), shall have the duties and powers hereinafter set forth and, in general, the powers to perform its duties described in this Declaration, and subject to any limitation set forth herein, the powers to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve, and enhance the attractiveness and desirability of the Development Property or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association and Townhome Association may be exercised by the Board or the Townhome Board without a Vote of the membership.

2. **Assessments.** The Association and the Townhome Association shall levy and collect Assessments and other duly levied charges as elsewhere provided in this Declaration.

3. **Taxes - Association.** The Association shall pay all real and personal property taxes and governmental assessments levied upon the Common Areas and such other portions of the Development Property, which is levied upon or assessed against the Association and/or the property owned by the Association. Nevertheless, the Association shall have the right to contest in good faith any such taxes or assessments; provided that they are paid or a bond in an amount at least equal to the amount of such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

4. **Taxes – Townhome Association.** The Townhome Association shall pay all real and personal property taxes and governmental assessments levied upon the Townhome Property which is levied upon or assessed against Townhome Association and/or the property owned by the Townhome Association. Nevertheless, the Townhome Association shall have the right to contest in good faith any such taxes or assessments; provided that they are paid or a bond in an amount at least equal to the amount of such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

a. **Separate Real Estate Taxes.** Townhome Property real estate taxes shall be separately taxed to each Owner for his Unit and the Private Elements and Limited Common Elements appurtenant thereto. In the event that such taxes for any year are not separately taxed to each Owner, but rather are taxed on the Townhome Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Townhome Assessment liability as shown on **Exhibit E**.

b. **Separate Utility Charges.** Townhome Property utility services for Units shall be separately metered, and all utility charges for the Units shall be assessed against and shall constitute the sole responsibility of the Owners thereof. In the event that such utility charges are not separately metered and charged to each Owner, but rather are charged on the Townhome Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Townhome Assessment liability as shown on **Exhibit E**.

5. **Borrowed Money.** The Association and the Townhome Association shall have the power to borrow money.

6. **Professional Management.** The Association and Townhome Association may, but shall not be required to, hire a professional management agent or agents, at a reasonable compensation established by the Board or Townhome Board, to perform such duties and services as the Board or Townhome Board shall authorize. Except for agreements entered into with the Declarant during the Appointment Period, any agreement for professional management of the Development Property and Association or Townhome Association shall not have a term greater than three (3) years.

7. **Personal Property and Real Property for Common Use.** The Association and Townhome Association, through action of their respective Boards, may acquire, hold, finance, pledge, encumber, and dispose of tangible and intangible personal property and real property. The Board or Townhome Board, acting on behalf of the Association or Townhome Association, as applicable, shall accept any real or personal property, leasehold, or other property interests within the Development Property conveyed to it by the Declarant, together with the responsibility to perform any and all Administrative Functions associated therewith, provided that such property and Administrative Functions are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests, and licenses for use. Any property or interest in property transferred to the Association by Declarant shall be unencumbered by any Mortgage.

8. **Property Acquisition and Improvement Construction.** Other than property received from Declarant, the Association or Townhome Association may acquire property or interests in property for the common benefits of Owners, including Improvements and personal property. The Association or Townhome Association may construct Improvements on property and may repair, maintain, remodel, and demolish existing Improvements upon property.

9. **Development Property Use Regulation.** The Association and the Townhome Association shall have the power to regulate the use of Development Property by Owners, their family members, guests, agent, servants, or invitees to further and enhance the overall rights of use and enjoyment of all Owners, including imposing reasonable limits on the times of use and numbers of Persons permitted to use Development Property.

10. **Public Use.** The Association and Townhome Association, acting through the Board, shall have the right to allow members of the general public to use Development Property.

11. **Public Dedication.** The Association and Townhome Association shall have the power to grant, convey, dedicate, or transfer any Development Property or facilities to any public or governmental agency or authority for public use.

12. **Common Area Reconveyance.** Upon written request of Declarant, the Association or Townhome Association shall reconvey to Declarant any unimproved portions of the Development Property originally conveyed by Declarant to the Association or Townhome Association for no consideration, to the extent conveyed in error or needed by Declarant to make adjustments in property lines or accommodate changes in the development plan.

15. **Rules and Regulations.** The Association and the Townhome Association, acting through the Board, Townhome Board, or other appointed committee, may from time to time adopt, amend, repeal, and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the

interpretation and implementation of this Declaration or any Supplemental Declaration, the operation of the Association and Townhome Association, and the use and enjoyment of Development Property. Any such Rules and Regulations shall be uniformly applied, but the applicability of a particular rule to a particular situation shall be in the sole discretion of the Board and Townhome Board, as may be applicable. Each Owner shall comply with such Rules and Regulations. In the event of any conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail. A copy of the applicable Rules and Regulations in effect are maintained in the records of the Association and are available to Owner's upon written request.

16. **Enforcement.** The Association and the Townhome Association, acting through the Board, shall have the power to enforce the provisions of this Declaration, any Supplemental Declaration, and the Governing Documents and shall take such action as the Board deems necessary or desirable to cause such compliance by each Owner by any one or more of the following means: (a) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration, any Supplemental Declaration or the Governing Documents, by mandatory injunction or otherwise; (b) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration, any Supplemental Declaration, or the Governing Documents and for all expenses incurred in connection therewith, including reasonable attorney's fees; (c) by levying and collecting reasonable and uniformly applied fines and penalties established for breach of this Declaration, any Supplemental Declaration, or the Governing Documents; (d) by taking such action as reasonably necessary to bring a Lot or Unit and any Improvements thereon into compliance with this Declaration, any Supplemental Declaration, or the Governing Documents, the costs of which shall be at the Owner's sole expense; (e) by suspending the right to vote and/or the right to use and enjoy the recreational facilities; and (f) by exercising any remedy for nonpayment of Assessments as provided herein.

a. The Association shall have a lien on any Lot or Unit and any Improvement thereon to secure payment of the amounts described in this Paragraph, and such lien may be enforced in the same manner and with the same priority as that of a lien for Assessments as provided herein. The Association, by contract or other agreement, may enforce county and city ordinances, if applicable, and local governments may enforce their ordinances within the Development Property.

b. The Association or Townhome Association, acting through the Board or Townhome Board, as applicable, by contract or other agreement, shall have the right to enforce county ordinances or permit the governing jurisdiction in which the Development Property is located to enforce ordinances and local laws concerning the Development Property for the benefit of the Association, the Townhome Association, and their respective Members.

17. **Implied Rights.** The Association or Townhome Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege, including, but not limited to:

- a. imposing monetary fines and suspending use and voting privileges;
- b. granting permits and licenses, utility easements and other easements, permits or licenses under, through or over the Common Areas or Common Elements, as applicable; and
- c. sell, transfer or convey portions of the Common Area, but only upon approval of sixty-seven percent (67%) of the total eligible Votes of the Members of the Association and sixty-seven percent (67%) of the total eligible Votes of the Members Townhome Association or sell, transfer or convey portions of the Common Elements, but only upon

approval of sixty-seven percent (67%) of the total eligible Votes of the Members of the Townhome Association.

18. **No Waiver.** The Association and Townhome Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association or the Townhome Association from enforcing any other covenant, restriction or rule. The failure by the Declarant, the Board, or the Townhome Board to enforce any covenant, restriction or Rule and Regulation provided in or by this Declaration, Supplemental Declaration or Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

19. **Safety and Security.** Each Owner and occupant of a Lot or Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Development Property. The Association or the Townhome Association may, but shall not be obligated to, maintain or support certain activities within the Development Property designed to enhance the level of safety or security which each Person provides for himself or herself and his or her property. Neither the Association, Townhome Association, Declarant nor their officers, agents, members or employees shall in any way be considered insurers or guarantors of safety or security within the Development Property, nor shall any of the foregoing be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The obligation to provide security lies with each Owner individually. **No representation or warranty is made that any security system or measures, including any mechanism or system for limiting access to the Development Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.** Each Owner acknowledges, understands, and shall be responsible for informing its guests, invitees, tenants and all occupants of a Lot or Unit that the Association and Townhome Association, their respective Boards and committees, and the Declarant are not insurers or guarantors of safety or security and that each Person within the Development Property assumes all risks of personal injury and loss or damage to property, including Lots, Units, Improvements thereon and the contents upon Lots or within Units, resulting from acts of third parties.

20. **General Corporate Powers.** The Association and Townhome Association shall have all of the ordinary powers and rights of a Tennessee nonprofit corporation, including without limitation, the power and right to enter into partnerships and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation for either Association or the By-Laws. The Association and the Townhome Association shall also have the power to do any and all lawful things which may be authorized, required, or permitted to be done under this Declaration, under any Supplemental Declaration, or under the Governing Documents, and to do and perform any and all acts which may be necessary or desirable for or incidental to, the exercise of any of the express powers or rights of the Association and the Townhome Association under this Declaration, under any Supplemental Declaration, or under the Governing Documents.

21. **Limitation on Liability.** The Association, the Townhome Association, the Board, any other committee established by the Board, the Declarant, and any member of the Board or any committee, officer, agent, or employee of any of them (collectively the "Indemnitees") shall not be liable to any Person for any mistake of judgment, whether negligent or otherwise, or for any action or any failure to act under this Declaration, any Supplemental Declaration or the Governing Documents. In addition, the Board and the officers of the Association (and, if applicable, the Townhome Association) shall have



no personal liability with respect to any contract or other commitment made by them, on behalf of the Association and/or the Townhome Association (except to the extent that such directors or officers may also be Owners) and the Association and/or the Townhome Association, as an Administrative Function, shall indemnify, hold harmless and defend the Board and such officers from any and all expense, loss, or liability to others on account of any such contract or commitment. In addition, the Indemnitees shall be indemnified and held harmless by the Association and/or the Townhome Association, as an Administrative Function, from any expense, loss, or liability to others by reason of having served in such capacity, against all expenses, losses, and liabilities, including court costs and reasonable attorney's fees incurred by or imposed upon such Person in connection with any proceeding to which he may be a party or may have become involved by reason of holding such position, whether or not he holds such position at the time such expenses are incurred, except in cases in which the expenses, losses, and liabilities arise from a proceeding in which such Person is adjudicated guilty of willful misfeasance, gross negligence, or bad faith in the performance of his duties and for which indemnification is prohibited by law under the Tennessee Not For Profit Corporation Act. In the event of a settlement of any such proceedings, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right of indemnification provided in this Paragraph shall not be exclusive of any other rights to which an Indemnitee may be entitled

## **Article V**

### **DEVELOPMENT PROPERTY MANAGEMENT AND CARE**

1. **Maintenance by the Association.** The Association shall repair, replace, maintain and keep in good repair the Common Areas in perpetuity with such maintenance to be funded as provided herein, subject to any insurance then in effect. The Association shall have the right to maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall have a reasonable right of entry upon all of the Development Property and any portion thereof to make emergency repairs and to do other work reasonably necessary under this Declaration for the proper performance of its duties hereunder and the proper maintenance and operation of the Development Property. The Association shall not be liable for any damage, including personal injury or property damage, caused by or stemming from the Association's failure to maintain or repair, or properly maintain or repair, any item for which it has the maintenance and or repair obligation as set forth herein. The Association shall have the power to require that all Owners manage, operate, care for, maintain, and repair their respective property and Improvements thereon and to keep them in an attractive and desirable condition and to otherwise enforce the provisions of this Declaration against all Owners. Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Lots and Units as part of the Common Assessment.

2. **Maintenance by the Townhome Association.** Except as otherwise provided herein, maintenance of repairs to and replacements of the Common Elements shall be the responsibility of and shall be furnished by the Townhome Association, the cost of which shall be part of the Townhome Assessment assessed to and paid by the Unit Owners benefitted thereby. The Townhome Association shall be responsible to pay for the maintenance and costs incurred in connection with any drainage pool or retaining pond that is exclusively for the benefit of the Townhome Association even if such pond is located within Common Areas. The Townhome Association shall also be responsible for the maintenance of the portion of Easy St. that connects to Mercia Drive that is beyond the bounds of the Common Elements. In addition, the Townhome Association shall repair, replace, maintain, and keep in good repair the lawns and landscaping within the Private Elements. Notwithstanding the foregoing, in the event a Unit Owner's lawn is enclosed by a fence or landscaping is installed by a Unit Owner within the Private Elements or Limited Common Elements

appurtenant to that Unit, then the enclosed lawn or installed landscaping shall thereby be considered a "Limited Common Element" and the Unit Owner shall thereafter be responsible for the maintenance of the enclosed lawn or the installed landscaping. In this event, maintenance of the enclosed lawn or the installed landscaping shall no longer be the responsibility of the Townhome Association.

a. Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Townhome Association is caused by the willful or negligent conduct or act a Unit Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed against such Unit Owner and shall be due and payable ten (10) days from the date of notice thereof. Such Reimbursement Assessment shall not require the approval of any of the Members; provided, however, that any Unit Owner against which any such assessment is levied shall be entitled to notice and an opportunity to perform, or cause to be performed, the corrective work required prior to a Reimbursement Assessment being levied against such Unit Owner.

b. For the sole purpose of performing the exterior maintenance upon each Unit, the duly authorized employees, contractors, sub-contractors, or agents of the Townhome Association shall have the right, after reasonable notice to the Unit Owner, to enter upon any Unit and related Private Elements at reasonable hours of any day, except Sunday. In addition, the duly authorized employees, contractors, or agents of the Townhome Association shall have the right to enter in or upon any Unit and related Private Element, without notice to the Owner thereof, when, in the judgment of the Townhome Association, acting through the Townhome Board, such entrance is necessary to prevent damage to such Unit or surrounding Units or Common Elements by fire, criminal act, natural disaster, or other similar emergency. Moreover, if, during the course of performing the maintenance of a Unit or Private Elements, the Townhome Association discovers that maintenance, repair or replacement is required of an item which is the Unit Owner's responsibility, and such maintenance, repair or replacement must be performed for the Townhome Association to properly complete its maintenance project, then the Townhome Association may perform such work on behalf of the Unit Owner and at the Unit Owner's expense without prior notice to the Unit Owner.

3. **Managing Agent.** The Declarant during the Appointment Period and thereafter the Board and the Townhome Board shall have the authority to engage the services of an agent ("Managing Agent") to undertake any of the management duties and Administrative Functions for the efficient operation of the Development Property, or any part thereof, to the extent deemed advisable by the Declarant during the Appointment Period and thereafter the Board and the Townhome Board and to manage the affairs of the Association and Townhome Association. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association and Townhome Association funds, and the cost of such services shall be incurred by the Association and Townhome Association.

4. **Employees, Agents, and Consultants.** The Association and Townhome Association shall have the power to hire and discharge employees and agents and to retain and pay for accounting, legal, and other services as may be necessary or desirable in connection with performance of any duties or exercise of any powers of the Association and the Townhome Association.

5. **Exclusive Landscaper.** The Declarant during the Appointment Period and thereafter the Board and the Townhome Board shall have the authority to engage the services of one exclusive landscaping company ("Exclusive Landscaper") for all routine landscaping maintenance needs of the Development Property, such as lawn mowing, mulching, hedging and limb/leaf removal. The cost of such services shall be charged directly to the Owner of the Lot or Unit for whom the services are provided. If the costs of such services are not billed separately and directly to the Owner of the Lot or Unit receiving

the services, then the cost of such services shall be part of the Common Assessment incurred by the Association or a Townhome Assessment incurred by the Townhome Association, as applicable, and allocated proportionally among the Lots or Units benefitted by such services in the sole discretion of the Declarant during the Appointment Period and thereafter the Board. If no Exclusive Landscaper is retained by the Association, then all such lawn and landscape maintenance for each Dwelling shall be the responsibility of and paid by each Owner.

6. **Exclusive Telecommunications Provider.** The Declarant during the Appointment Period and thereafter the Board and the Townhome Board shall have the authority to engage the services of one exclusive telecommunications provider ("Exclusive Telecom Provider") for all telecommunication services and maintenance needs of the Development Property. The Exclusive Telecom Provider shall offer a minimum service package (the "Minimum Services") which shall be made available to every Lot and Unit, as applicable. The cost of the Minimum Services to be provided to all Lots and Units shall be a Common Assessment incurred by the Association or a Townhome Assessment incurred by the Townhome Association, as applicable. Any additional services or package options offered by the Exclusive Telecom Provider shall be charged directly to the Owner of the Lot or Unit that selected such services. While the Association or Townhome Association shall have the right to engage such exclusive telecommunications provider and charge the costs of the Minimum Services as a Common Assessment incurred by the Association or as a Townhome Assessment incurred by the Townhome Association, as applicable, Lot Owners and Unit Owners shall have the right to obtain telecommunication services from alternative providers; provided, that such Lot Owners and/or Unit Owner shall remain responsible for the payment of the Minimum Services as a Common Assessment incurred by the Association or as a Townhome Assessment incurred by the Townhome Association, as applicable, in addition to any fees charged by the alternative telecommunications provider chosen by the Lot Owner or Unit Owner.

7. **Exclusive Waste Services Provider.** The Declarant during the Appointment Period and thereafter the Board and the Townhome Board shall have the authority to engage the services of an "Exclusive Waste Services Provider" for garbage, recycling, and any other waste or debris collection and disposal. The cost of such services shall be charged directly to the Owner of the Lot or Unit for whom the services are provided. If the costs of such services are not billed separately and directly to the Owner of the Lot or Unit receiving the services, then the cost of such services shall be part of the Common Assessment incurred by the Association or a Townhome Assessment incurred by the Townhome Association, as applicable, and allocated proportionally among the Lots or Units benefitted by such services in the sole discretion of the Declarant during the Appointment Period and thereafter the Board. If no Exclusive Landscaper is retained by the Association, then all such lawn and landscape maintenance for each Dwelling shall be the responsibility of and paid by each Owner.

## **Article VI OWNER PROPERTY MANAGEMENT AND CARE**

1. **Maintenance by Lot Owner.** Each Owner of a Lot, his/her family, guest, invitees, or other Persons using or occupying his/her Lot and Improvements thereon shall maintain same in a manner consistent with the Community-Wide Standard and all applicable provisions of the Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. Subject to the Exclusive Landscaper provisions herein above, every Owner of a Lot shall be responsible for the maintenance, repair, and replacement of lawns, landscaping, trees, shrubs, walking paths, or similar Improvements located upon said Owner's Lot and extending to the public right-of-way or private street or private alley fronting or otherwise contiguous to the Lot, together with all costs related thereto. For clarity, these maintenance, repair, and replacement obligations extend to landscaped strips, if any, lying between the platted boundary of a Lot and the public right-of-way or private street or private alley fronting or otherwise contiguous to the Lot. Lot Owners (and the Builder of a home and related Improvements upon

any Lot) shall be responsible for the final grading of the Lot. By the acceptance of the deed to a Lot, the Lot Owner acknowledges and agrees that said Lot is being purchased and acquired AS IS, WHERE IS with all faults, if any. Further, each Lot Owner acknowledges and agrees that after the conveyance of the Lot to said Owner, neither the Declarant nor any of its contractors, agents, successors or assigns shall have any obligation or responsibility with respect to the grade of the Lot and/or the drainage and stormwater conditions affecting such Lot.

2. **Maintenance by Unit Owner.** With respect to Units, each Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Unit, at such Owner's own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit, as well as to the Private Elements and Limited Common Elements appurtenant to his Unit, except as otherwise provided herein or in the Governing Documents for the Association. Each Owner shall maintain the same in a neat and orderly manner free of debris and rubbish consistent with all applicable provisions of the Governing Documents, unless such maintenance responsibility is otherwise specifically assumed by the Association. Each Owner shall be responsible for the maintenance, repair and replacement of the interior of each Unit and all other fixtures lying partially within and partially outside the designated boundaries of a Unit, any portion thereof serving any particular Unit to the exclusion of other Units, or otherwise designated as such by the Board of Directors. Without limiting the generality of the foregoing, such features to be the responsibility of the Unit Owner include pipes, ducts, chutes, flues, wiring, conduit, walls, partitions, columns, utility meter, water heater, condensing units, HVAC equipment, shutters, awnings, window boxes, window frames and screens, door and door frames, window and door glass panes, doorsteps, stoops, as well as porches, patios, and balconies, if any.

3. **Remedies for Failure to Maintain.** If the Board or Townhome Board, as applicable, determines that any Owner has failed or refused to properly maintain and keep in good repair and free of debris and rubbish, the Owner's Lot or Unit, and otherwise generally perform his or her maintenance responsibility, then the Association or Townhome Association, as applicable, shall give the Owner written notice of the Owner's failure or refusal and of the Association or Townhome Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. Unless the Board or Townhome Board, as applicable, determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue such maintenance or repair to completion. If the Board or Townhome Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association or Townhome Association, then the Association or Townhome Association, as applicable, may perform such maintenance, repair, or replacement and assess all costs and expenses incurred by the Association or Townhome Association against the Lot or Unit and the Owner thereof, which assessment shall be a lien against said Lot or Unit and Owner. If, during the course of performing the maintenance of an Owner's Lot or Unit, the Association or Townhome Association, if applicable, discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association or Townhome Association to properly complete its maintenance project, then the Association or Townhome Association may perform such work on behalf of the Owner and at Owner's expense without prior notice to the Owner. The Board or Townhome Board, as applicable, may alternatively enforce this Section through monetary fines against the Lot or Unit and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

## **Article VII INSURANCE**

1. **Insurance.** The Board and the Townhome Board shall have the authority to obtain such insurance as it deems reasonably desirable or necessary, in such amounts, from such sources and in such forms as it deems desirable. The Board and the Townhome Board may (but shall not be required to) require of those performing any maintenance, repair, or other work on the Development Property for which the Association and the Townhome Association are responsible, such liability or other insurance, including workmen's compensation, as it deems reasonably necessary or desirable given the nature, circumstances, and amount of the work to be performed.

2. **All Risk Insurance.** The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained, including coverage for vandalism and malicious mischief. Insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction of said improvements in the event of damage or destruction from any insured hazard.

3. **Liability Insurance.** The Board shall also obtain a public liability policy covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents related to the Common Areas. The public liability policy shall have at least a One Million Dollar (\$1,000,000) occurrence, a Two Million Dollar (\$2,000,000) aggregate limit per policy. If reasonably available, a Two Million Dollar (\$2,000,000) umbrella limit shall be purchased.

4. **Common Elements.** Notwithstanding any provision herein to the contrary, in addition to casualty insurance on the Common Areas, the Townhome Association shall, as a common expense to each of the Unit Owners, obtain and continue in effect adequate blanket all-risk casualty insurance for the Common Elements (exclusive of the Units and Private Elements appurtenant thereto), if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Townhome Board deems appropriate for one hundred percent (100%) of the replacement cost of the Townhome Property Common Elements. Such insurance coverage shall be written in the name of the Townhome Association, and the proceeds thereof shall be payable to the Townhome Board, as the trustee for the Townhome Association. The deductible shall be a maintenance expense to be paid by the Person or Persons who would be liable for the loss or repair in the absence of insurance. If the loss affects more than one Unit, the cost of the deductible may be apportioned equitably by the Townhome Board among the parties suffering loss in proportion to each affected party's portion of the total cost of repair, or otherwise as the Townhome Board determines equitable. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to his or her Unit. If any Owner fails to pay the deductible when required hereunder, then the Townhome Association may pay the deductible and assess the cost to the Owner. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Townhome Association's policy for which the Townhome Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of any Assessment or charge owed to the Townhome Association, then the Townhome Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Townhome Association to the affected Owner.

5. **Buildings.** The Townhome Association shall maintain for the Buildings a "shell" policy that shall afford, as a minimum protection against loss or damage by fire or other perils normally covered by the "Causes of Loss – Special Form Basis" endorsement, where such is available, and such policy shall be in an amount equal to 100% of current replacement cost of such Building structures, as well as all Common Elements serving the Buildings and/or Units.

6. **Units.** EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING his own insurance for the contents and interior of his Unit, including but not limited to any additions and improvements to the Unit, all decorations, furnishings, and personal property, whether located within the Unit or stored elsewhere on the Development Property. Each Unit Owner shall also obtain his own comprehensive public liability insurance policy, insuring each Owner, mortgagee of record, if any, the Association, its officers, directors, Board and employees from liability in connection with the Owner's Unit for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Unit and any Limited Common Element serving his Unit. Further, each Owner shall carry liability insurance covering. The insurance coverages that are the subject of this Section shall not be the responsibility of the Townhome Association, and by acceptance of a deed to a Unit, each Unit Owner acknowledges that such insurance is and shall be the sole responsibility of said Unit Owner. Upon request by the Townhome Board, a Unit Owner shall deliver to the Townhome Board within five (5) business days a copy of the Certificate of Insurance covering such Owner's Unit.

7. **Additional Builder Insurance.** In addition to the other insurance requirements set forth herein, each Builder (other than the Declarant) shall carry liability insurance with coverage limits reasonably satisfactory to Declarant and the Townhome Association for all damage or injury, including bodily injury, death and property damage, arising from the Builder's activities within the Development Property. Prior to conducting any such activities, each Builder shall deliver to Declarant and the Townhome Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained and (ii) naming the Declarant and the Townhome Association as Additional Insureds.

8. **Lots.** Each Lot Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot and Improvements thereon, meeting the same requirements as set forth above for insurance on the Common Areas. In addition, each Lot Owner shall carry liability insurance covering the Owner's Lot and Improvements built thereon, for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Lot or in any Improvements built thereon. The Board shall upon request make available for review by Owners a copy of the Association's insurance policies to allow Owners to assess their personal insurance needs. In addition to the other insurance requirements set forth herein, each Builder (other than the Declarant) shall carry liability insurance with coverage limits reasonably satisfactory to Declarant and the Association for all damage or injury, including bodily injury, death and property damage, arising from the Builder's activities within the Development Property.

9. **Worker's Compensation.** In addition to the other insurance required by this Section, the Board and Townhome Board shall obtain worker's compensation insurance (if and to the extent required by law), directors' and officers' liability coverage, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's or Townhome Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' Assessments on all Lots or Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association or Townhome Association of any cancellation or non-renewal.

10. **Coverage Sufficiency and Deductibles.** The Association and Townhome Association shall periodically review the sufficiency of insurance coverage. All Association and Townhome Association policies shall provide for a certificate of insurance to be furnished to the Association and Townhome Association and, upon written request, to any Member. Insurance obtained by the

Association and Townhome Association may contain such deductible provisions as good business practice may dictate.

11. **Premiums.** The premiums for insurance procured by the Association pursuant to this Declaration for the benefit of all Owners shall be a Common Assessment. If any policy or coverage or portion thereof, benefits the Lot Owners to the exclusion of the Unit Owners, then the premium related thereto or portion thereof, in the Board sole but reasonable discretion shall only be assessed to the Lot Owners. Further, the premiums for insurance procured by the Townhome Board for the Townhome Property pursuant to this Declaration and/or in connection with the Common Elements of the Townhome Property shall be a Townhome Assessment.

12. **Attorney-In-Fact.** Each Owner hereby irrevocably appoints the Association or, as applicable, the Townhome Association as attorney-in-fact for the purpose of purchasing and maintaining insurance as required in this Section, including: (a) the collection and appropriate disposition of the proceeds thereof; (b) the negotiation of losses and execution of release of liability; (c) the execution of all documents; and (d) the performance of all other acts necessary to accomplish such purpose.

13. **General.** All insurance coverage obtained by the Board or the Townhome Board shall be written in the name of the Association or Townhome Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the following provisions:

a. All policies shall be written with a company authorized to do business in Tennessee which holds a Best's rating of A- or better and is assigned a financial size category of VIII or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

b. All policies shall be for the benefit of the Association or the Townhome Association and their Members and their Mortgagees, as their interests may appear.

c. Exclusive authority to adjust losses under policies obtained by the Association or the Townhome Association shall be vested in that Association's Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

d. In no event shall the insurance coverage obtained and maintained by the Board or Townhome Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association or the Townhome Association shall be primary.

e. The Board and the Townhome Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

i. a waiver of subrogation by the insurer as to any claims against the Association's Board or the Townhome Association's Townhome Board, their respective managers, the Owners, and their respective tenants, servants, agents, and guests;

ii. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

iii. that the Association or Townhome Association will be given at least thirty (30) days' prior written notice of any cancellation or non-renewal.

**Article VIII**  
**CASUALTY, DAMAGE AND RECONSTRUCTION**

1. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association or Townhome Association, the Board of Directors or Townhome Board, as applicable, or its duly authorized agent shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

2. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least sixty-seven (67%) percent of the total vote of the Association and sixty-seven (67%) percent of the total vote of the Townhome Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the Townhome Property shall be promptly repaired or reconstructed unless the Members representing one hundred (100%) percent of the total vote of the Owners of the Units within each Townhome Building of connected damaged or destroyed Units, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association or Townhome Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. In the event of substantial damage or destruction to a Unit(s), each Mortgagee shall be entitled to written notice of the damage, and nothing in the documents provided shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

3. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event, the affected portion of the Development Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

4. Notwithstanding any provision in the Governing Documents to the contrary, if the damage or destruction to the Common Area is to be repaired or reconstructed, and such insurance proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a Vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Common Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

5. If, after a fire or other casualty causing damage to the Townhome Property, the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Townhome Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Units damaged in proportion to the damage suffered. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Townhome Association to be used as directed by the Townhome Board. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Development was originally constructed, except where changes are necessary to comply with current



applicable building codes or where improvements not in accordance with the original plans and specifications as approved by the Townhome Board. To the extent insurance proceeds are available, the Townhome Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

6. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area or Common Elements, as applicable, shall be retained by and for the benefit of the Association or Townhome Association, as applicable, and placed in a capital improvements account. In the event no repair or reconstruction is made to any portion of the Common Area and/or Common Elements, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be retained by and for the benefit of the Association or Townhome Association, as applicable, and placed in a capital improvements account. In the event no repair or reconstruction is made to any Lot or Unit, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be paid to the respective Owner(s).

7. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association or Townhome Association, as applicable, from Assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Article to be disbursed by the Association or Townhome Association, as applicable, in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction designated by the Board or Townhome Board, as applicable.

8. In the event of damage or destruction to any Improvement located on a Lot, the respective Owner thereof agrees as follows:

a. In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave same in a neat and orderly condition. To the extent the Owner desires to reconstruct the Improvement, any such reconstruction shall be accomplished in conformity with the Plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Improvement Review Committee.

b. In the case of partial damage or destruction, the Owner shall promptly clear the Lot of debris and cause the damage or destruction to be repaired and restored in a first class condition in accordance with the Plans and specifications of the original structure. Any change or alteration must be approved by the Improvement Review Committee. In no event, shall any damaged structure be left unrepaired and unrestored in excess of ninety (90) days.

c. If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, the Owner shall have an easement on the property of the other Owner for the purpose of this construction. The Lot Owner performing said construction or repairs shall be responsible for the cost of restoration on any such Lot necessitated by the use of the easement thereon.

9. Each Owner and any tenant, occupant, family member, guest, agent, servant, or invitee thereof shall be liable to the Association and the Townhome Association for any damage to the Development Property or for any expense or liability incurred by the Association or Townhome Association, to the extent not covered by insurance, which may be sustained by reason of the negligence

or willful misconduct of such Owner or tenant, occupant, family member, guest, agent, servant, or invitee of such Owner and for any violation by such Owner or tenant, occupant, family member, guest, agent, servant, or invitee of this Declaration, any Supplemental Declaration, or the Governing Documents. The Board shall have the power, as elsewhere provided herein to levy and collect Reimbursement Assessments against a Unit Owner to cover the costs and expenses incurred by the Association or the Townhome Association on account of any such damage or any such violation of this Declaration or the Governing Documents, or for any increased insurance premiums directly attributable to any such damage or any such violation.

10. In the event of the dissolution of the Association or the Townhome Association, the Development Property shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies, or to a non-profit corporation, association, trust, or other organization, to be used, in any such event, for the common benefit of Owners for purposes similar to those for which the Development Property was held by the Association or the Townhome Association. To the extent the foregoing is not possible, the Development Property and the proceeds from the sale or disposition shall be distributed equally to the Owners.

## **Article IX EASEMENTS**

1. **Easements.** The Association shall have the power to grant permits and licenses, as well as easements for access, utilities, drainage, water facilities, and other matters, in, on, over, across, or under Development Property and any Common Areas, as may be reasonably necessary or useful for the proper maintenance of the Development Property or otherwise benefit the Association and the Townhome Association.

2. **Public and Private Utilities.** There is hereby reserved unto Declarant and any Builder, so long as the Declarant and such Builder(s) owns any property described on Exhibit A or any additional property subsequently annexed to the Development Property, the Association, the Townhome Association, and the designees or grantees of each (which may include, without limitation, the municipality and county, and any other public or private utility), blanket easements upon, across, over, and under all, or a portion, of the Common Areas, Lots, Common Elements, Limited Common Elements, Private Elements, and the Lots and Units, for ingress, egress, installation, replacing, altering, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, HVAC systems, gas, and electricity. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Development Property except as may be approved by the Board or Townhome Board, as applicable, or as provided by Declarant during the Appointment Period. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board or Townhome Board, as applicable, shall have the right to grant such easement on said Development Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Development Property.

3. **Federal, State, Local Entity and Service Providers.** An easement is hereby established for the benefit of any applicable federal, state, or local entity and utility service providers over all portions of the Development Property for the setting, removing, and reading of water or gas meters; for maintaining

and replacing water, sewage, and drainage facilities; for police protection, fire-fighting, and garbage collection, cable/satellite television installation and repair; and rendering of such other services as are appropriate and necessary for the use and enjoyment of the Development Property.

4. **Declarant / Builder.** Until completion of Declarant's intended development of the Property, an easement is reserved to the Declarant to enter the Common Areas and to maintain thereon such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the intended development of the Property by the Declarant. Until completion of Declarant's intended development of the Property, an easement is reserved to the Declarant for signage and ingress and egress generally across the Development Property, including any Lot or Private Element, at reasonable places, for the purpose of completing Declarant's intended development of the SFD Property and the Townhome Property, provided that said easement shall be reasonable and shall not interfere with the construction of Units or Improvements on a Lot, nor the use and enjoyment of a Unit or Lot by an Owner. Declarant, any Builder, the Townhome Association, and the Association also reserve any and all easements reasonably required to allow completion, repair, and maintenance of any and all utility areas or improvements. Declarant, as may be so authorized, hereby grants and conveys to any Builder an easement for ingress and egress generally across the SFD Property and the Townhome Property reasonably required to allow completion, repair, and maintenance of any and all utility areas or Improvements upon any Unit Pads or Lots owned by a Builder. In addition, Declarant, as may be so authorized, hereby grants and conveys to any Builder a temporary construction easement, five feet (5') in width along the side yard boundary lines of any Lot or Unit Pad for the purpose of facilitating home construction on an adjacent Lot or Unit Pad owned by such Builder (the "Builder Construction Easement"), which temporary construction easement shall automatically terminate upon the issuance of a certificate of occupancy for the Lot or Unit. As evidenced by the use of the Builder Construction Easement, each Builder agrees to indemnify, defend, and hold harmless the Declarant, the Townhome Association, the Association, and the Owner upon whose Lot or Unit Pad the Builder Construction Easement is located from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) that may result from Builder's use of the Builder Construction Easement.

5. **Construction and Sale Easement.** Notwithstanding any provision contained in this Declaration or the Governing Documents, until the termination of the Appointment Period and thereafter so long as Declarant owns any property in the Development Property for development or sale, Declarant reserves an easement across the Development Property for Declarant and any builder or developer approved by Declarant to maintain and carry on development activities, upon such portion of the Development Property as Declarant may deem desirable or necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient or incidental to the development, construction and sales activities related to property within or near the Development Property. This easement shall include, without limitation: (i) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, or in any portion of the Development Property as well as any Lot or Unit therein; (ii) the right to tie into any portion of the Development Property with driveways, parking areas and walkways; (iii); the right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services; (iv) the right (but not the obligation) to construct recreational facilities on Common Area; (v) the right to carry on sales and promotional activities in the Development Property; (vi) the right to place direction and marketing signs on any portion of the Development Property, including any Lot or Unit or Common Area; (vii) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities; and (viii) Declarant may use residences, offices, or other building owned or leased by Declarant or such builder or developer as model residences and sales offices, and may also use recreational facilities available for use by the Development Property as a sales

office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the Person causing the damage at its sole expense.

**6. Association and Townhome Association.** The Association and Townhome Association, through their authorized agents, contractors, and representatives, shall have a right of entry and access to, over, upon, and through all of the Development Property subject to this Declaration, including without limitation the Lots, but not the Dwellings, for the purpose of performing the Association or Townhome Association's obligations, rights and duties pursuant to the Governing Documents with regard to enforcement of the covenants, restrictions and other provisions of the Declaration and the Governing Documents, and for the performance of the maintenance, repair, restoration and/or servicing of any items, things or areas for which the Association or Townhome Association, respectively, has responsibility or the right to perform. In addition, the Association or Townhome Association shall have the right to correct any violation of any provision of the Governing Documents, including but not limited to the provisions of the Declaration and the Rules and Regulations, but only during reasonable hours and after providing at least forty-eight (48) hours advance notice to the Owner, except in cases of emergency in which case such advance notice shall not be required. Further, portions of private water lines, equipment, apparatus, and infrastructure serving a Lot may be located on one or more of the other Lots or Common Areas. Accordingly, subject to the provisions of this Declaration and the Rules and Regulations, each Owner of a Lot whose private water lines, equipment, apparatus, and infrastructure are located on another Lot or Common Area shall have a non-exclusive easement and right of entry, appurtenant to such Owner's Lot, over such other Lot (but not the Dwelling constructed thereon) or on the Common Area for the purpose of accessing, maintaining, repairing, and replacing such Owner's utility components or infrastructure. Except in the case of an emergency, the easements and rights of entry created by this Article may only be exercised after written notice to the other Owner in the case of a Lot, or to the Association in the case of the Common Areas, requesting permission to enter the Common Areas or the other Lot and the scheduling of the same. Such permission shall not be unreasonably withheld or denied. Upon exercise of such Owner's right of entry, the entering Owner shall promptly return any areas disturbed to their prior condition as soon as reasonably possible following such entry.

**7. Declarant Inspect and Right to Correct.** Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign and correct any structure, improvement, or condition which may exist on any portion of the Development Property, including Units, and a perpetual, nonexclusive easement of access throughout the Development Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner and no entry into a Dwelling shall be permitted without the consent of the Owner. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

**8. Encroachment – Common Elements.** If any portion of the Common Elements, including the Limited Common Elements, shall actually encroach upon any Unit or its Private Elements, or if any Unit or its Private Elements shall actually encroach upon any portions of the Common Elements as shown on the Site Plan due to engineering errors, errors in original construction, settlement, or shifting of a Building or any similar cause, there shall be deemed to be mutual easements in favor of the respective Unit Owners involved to the extent of such encroachments so long as same exists; provided, however, in no event shall an easement for encroachment be created in favor of a Unit Owner, if said encroachment occurred due to the willful act of said Unit Owner.

**9. Fence Easement.** Declarant during the Appointment Period and thereafter the Board reserves an easement across any Lot or Private Element which borders upon or contains a portion of

any pond, lake, dam, water facility, detention pond or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the subdivision development and construction plans or governmental regulation, rule, ordinance or plan approval requirement.

## **Article X CONDEMNATION**

1. **Common Areas.** If any Common Areas or interests therein are taken under exercise of the power of eminent domain or by purchase under threat thereof, the award in condemnation or the price payable shall be paid to the Association, except to the extent payable to any other Person with an interest in such property. The Association, by and through the Board, shall have the exclusive right to participate in such condemnation proceedings as they pertain to the Common Areas and to represent the interests of all Owners in such proceedings. Each Owner hereby irrevocably appoints the Association and any such duly appointed trustee as such Owner's attorney-in-fact for such purposes. All condemnation compensation, damages, or other proceeds received by the Association shall be held by the Association as determined by the Board, as a reserve for future maintenance, repair, reconstruction, or replacement of Development Property, or may be used for improvements or additions to, or operation of, Development Property; provided, however, if an allocation of such condemnation compensation damages or other proceeds is already established in negotiation, judicial decree, or otherwise, then in allocating such condemnation compensation, damages, or other proceeds the Association shall employ such allocation.

2. **Common Elements.** If any Common Elements or interests therein are taken under exercise of the power of eminent domain or by purchase under threat thereof, the award in condemnation or the price payable shall be paid to the Townhome Association, except to the extent payable to any other Person with an interest in such property. The Townhome Association, by and through the Board, shall have the exclusive right to participate in such condemnation proceedings as they pertain to the Common Elements and to represent the interests of all Unit Owners in such proceedings. Each Unit Owner hereby irrevocably appoints the Townhome Association, by and through the Board and any such duly appointed trustee as such Unit Owner's attorney-in-fact for such purposes. All condemnation compensation, damages, or other proceeds received by the Townhome Association shall be payable to the Board for and on behalf of the Townhome Association. The Board shall disburse the net proceeds of such award on a fair and reasonable basis to the Mortgagees directly affected by the condemnation and the balance to the Unit Owners directly affected thereby. The decision of the Board as to the fairness and reasonableness shall be binding upon all parties, if such decision reasonably relates to the given facts.

3. **Units.** If a Unit or Units are acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner(s) with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit shall thereafter be a Common Element and the Townhome Assessment related thereto shall be automatically reallocated to the remaining number of Units.

## **Article XI ASSESSMENTS**

1. **Covenant to Pay and Commencement.** Each Owner, by acceptance of a deed to his Lot or Unit, whether or not it shall be so expressed in such deed, is thereby deemed to covenant and agree to pay to the Association and, as applicable, the Townhome Association: (a) Common Assessments, (b) Special Assessments, (c) Townhome Assessments, (d) Reimbursement Assessments, and (e) fines or charges which may be imposed against such Lot or Unit in accordance with the provisions

of this Declaration. An Owner's obligation to pay Assessments and any other duly levied charge shall commence on the first day of the first month following the transfer or conveyance of an improved Lot or Unit for which a certificate of occupancy for residential use has been issued. The Assessments for the then current Assessment Year shall be prorated on the basis of the number of months remaining in such Assessment Year.

2. **Common Assessment.** The Board shall have the power and authority to levy a "Common Assessment" to fund the annual or other periodic costs of operating the Association, including expenses incurred in connection with any Administrative Function and other expenses duly incurred by or on behalf of the Association which are to be paid by each Owner to the Association. Expenses which may be duly incurred on behalf of the Association in connection with the performance of Administrative Functions include, without limitation, the following:

a. Expenses of maintenance, operation, repair, replacement, and security of the Common Area, including, without limitation, costs of labor, equipment, and materials incurred in connection therewith.

b. Utility charges for utilities serving the Common Areas and for the lighting of streets throughout the Common Areas, as well as charges for other common services for the Development Property.

c. Expenses related to sprinkler systems, supplemental trash disposal, recycling collection, seasonal decorative lighting, and other seasonal landscaping.

d. Principal, interest, and other charges payable with respect to: (i) loans to the Association to provide funds to perform any Administrative Function or to pay any other obligation of the Association, including, without limitation, loans financing the construction of Improvements for the Development Property and (ii) loans from Declarant made to the Association to fund Association expenses prior to the time when Common Assessments payable by Owners other than Declarant are sufficient to fund the normal operating expenses of the Association.

e. Other expenses as may be determined from time to time by the Board to be incurred necessarily or appropriately for the performance of Administrative Functions, including, without limitation, taxes, insurance premiums, utility charges, and government charges not separately assessed against Lots.

f. The establishment and maintenance of a reasonable reserve fund or funds for (i) maintenance, repair, and replacement of those portions of the Development Property and Improvements thereon that are the responsibility of the Association and that must be maintained, repaired, or replaced on a periodic basis; and (ii) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

3. **Common Assessment Calculation.** Prior to commencement of each Assessment Year, the Board shall fix the amount of the Common Assessment by preparing a Budget for the Administrative Functions to be provided by the Association in the coming Assessment Year. The proposed Budget is to show the categories of expenses and the anticipated amounts of expenses for which Common Assessments are determined by the Board to be necessary or desirable, and shall reflect any expected income and estimated sources and amounts thereof of the Association for such Assessment Year, as well as any expected surplus from the prior Assessment Year. At the office of the Association or its agent, copies of the proposed Budget and the Budget for the current Assessment Year will be made

available by the Association to any Person requesting a copy thereof upon payment of the reasonable expense of copying same. The Board shall allocate the Common Assessment equally among the Lots and the Units.

4. **Failure to Establish Common Assessments.** The failure by the Board to levy Common Assessments for any Assessment Year shall not be deemed a waiver or modification of any of the provisions of this Declaration or a release of liability of any Owner to pay Common Assessments, or any installment thereof, for that or any subsequent Assessment Year. In the event of such failure, the amount of the Common Assessment for that Assessment Year shall be, until subsequently modified by the Board, the same as for the most recent year for which Common Assessments shall have been levied.

5. **Exempt Property.** Development Property or any portion thereof that is dedicated to and accepted by a local public authority, that is granted to or used by a utility company, or is designated as part of the Common Areas or Common Elements shall be exempt from Assessments.

6. **Working Capital Fund Assessment.** Each Owner of a Lot shall pay a "Working Capital Fund Assessment" in such amount as set by the Board at the closing of the sale of a dwelling upon each Lot. The Working Capital Fund Assessment shall not apply to the conveyance of a Lot to a Builder, but will apply to the first sale of a completed Dwelling upon a Lot and to every subsequent sale of such Lot. The Working Capital Fund Assessment shall not be considered as advance payment of any Assessment or other duly levied charge. The amount of the Working Capital Fund Assessment may be increased in the discretion of the Board. The Working Capital Fund Assessment shall be held and disbursed for the following purposes in the order of priority:

a. To fund costs of maintenance of the Common Areas and the Administrative Functions of the Association that cannot be funded by Assessments.

b. To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board.

7. **Special Assessments.** The Board may levy one or more Assessments to be known as "Special Assessments" for the purpose of raising funds, not provided by Common Assessments to: (a) construct or reconstruct, repair, remodel, replace, or maintain Improvements upon Development Property, including necessary personal property related thereto, and to pay ad valorem taxes and insurance on Development Property; (b) add to the Development Property; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; (d) repay any loan made to the Association or the Townhome Association to enable it to perform any duty or function authorized in this Declaration; or (e) pay for any other cost or expense as determined by the Board. The amount of Special Assessment to be paid by each Owner shall be calculated in the same manner as Common Assessments and may be made payable in installments over a period that may extend beyond the Assessment Year in which the resolution was adopted. In addition to the other information required to be set forth in Assessment notices, a Special Assessment notice shall state the purpose of the Special Assessment.

8. **Townhome Assessments.** The Townhome Board shall have the power and authority to levy a "Townhome Assessment" to fund the annual or other periodic costs of operating the Townhome Association attributable exclusively to the Units and the Townhome Planned Unit Development, which are to be paid by each Unit Owner of the Townhome Association. The Board shall fix the amount of the Townhome Assessment by preparing a Townhome Budget for the Administrative Functions to be provided by the Townhome Association in the coming Assessment Year. The proposed Townhome

Budget is to show, in reasonable detail, the categories of expenses and the anticipated amounts of expenses for which Townhome Assessments are determined by the Board to be necessary or desirable, and shall reflect any expected income and estimated sources and amounts thereof of the Townhome Association for such Assessment Year as well as any expected surplus from the prior Assessment Year. At the office of the Association or its agent, copies of the proposed Townhome Budget and the Townhome Budget for the current Assessment Year will be made available by the Townhome Association to any Person requesting a copy thereof upon payment of the reasonable expense of copying same. The Board shall allocate the Townhome Assessment equally among the Units.

9. **Individual Lot/Unit Assessment.** Individual Lot/Unit Assessment is an Assessment that the Board may levy upon a Lot or group of Lots or a Unit or Group of Units and their Owners to reimburse the Association for costs incurred solely on behalf of that Lot or group of Lots, or the Owners thereof, including without limitation, costs associated with making repairs and/or performing maintenance that is the responsibility of the Owner(s) of that Lot(s); costs of additional insurance premiums reasonably allocable to an Owner(s) because of use of Improvements on that Lot; costs of any utility or service expenses chargeable to an Owner(s) but not separately billed by the utility or service company; administrative charges for violations of the Governing Documents, late charges, and interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including, but not limited to, attorneys' fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot or group of Lots and their Owners.

10. **Reimbursement Assessment.** Subject to the provisions hereof, the Board may levy an Assessment, known as a "Reimbursement Assessment" against any Owner(s) to reimburse the Association or the Townhome Association for any loss sustained by reason of the willful or negligent failure of such Owner(s) to comply with this Declaration, any Supplemental Declaration the Governing Documents, which resulted in the expenditure of funds by the Association or the Townhome Association to remedy a problem or to cause such compliance. In addition to the other information required to be set forth in Assessment notices, a Reimbursement Assessment notice shall state the reason(s) therefor. Reimbursement Assessments are a type of Individual Lot/Unit Assessment.

11. **Assessment Notice.** Notice of any Assessment set forth herein shall be sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, facsimile transmission, or electronic transmission at the address or other contact information provided to the Board by the Owner for notices provided herein or in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Lot or Unit. Such notice shall state the type of Assessment being levied, the amount to be paid, payment frequency (annual, quarterly, monthly, or as otherwise set by the Board), and the payment due date(s), as well as any other required information. Notices will be given to Owners in a reasonable period of time prior to the payment or first installment due date.

12. **Delinquent Payment.** All Assessments or other duly levied charge or fine under this Declaration shall be due and payable on date set forth in the notice related thereto. Any Assessment or any portion thereof not paid when due shall be deemed delinquent. Any Assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as may be determined by the Board from time to time and shall bear interest from the date due at ten percent (10%) per annum until paid, but in no event shall the interest charged be in excess of the Delinquency Interest Rate.

13. **Declarant Responsibility.** Until the termination of the Appointment Period, the Declarant shall not be liable for payment of assessments on its unsold Lots or Units. However, during the Appointment Period, Declarant will contribute to the Association or the Townhome Association the difference between the amount of Assessments levied on all other Lots or Units subject to assessment



and the amount of the Association's or the Townhome Association's actual expenditures during the fiscal year (a "Subsidy"). Any Subsidy may be treated, in Declarant's discretion, as either: (a) voluntary contribution; (b) an advance against future Assessments (if any); or (c) a loan by Declarant to the Association or the Townhome Association. A Subsidy may be evidenced by one or more promissory notes from the Association or the Townhome Association in favor of Declarant or Declarant may cause the Association or the Townhome Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Development Property. Any Subsidy shall be disclosed as a line item in the Budget or the Townhome Budget. The payment of a Subsidy in any year shall under no circumstances obligate Declarant to continue payment of such Subsidy in future years. In the event Declarant expends any of its own funds for Administrative Functions, Declarant shall be entitled to reimbursement from the Association or the Townhome Association or a credit for such sums against any Assessment that Declarant might be required to pay by virtue of being an Owner. Declarant will not be obligated to pay any operating fund deficiencies that are due to non-payment of Assessments by Owners other than Declarant, and nothing contained in this Paragraph shall be deemed to relieve or release any Owner from the obligation of that Owner to pay Assessments. The decision of Declarant to fund any deficit provided for herein may be satisfied in the form of a cash substitute or by "in kind" contribution of materials and substances or a combination thereof. All "in kind" contributions of services and materials shall be valued at the reasonable market value of such service or materials.

**14. Enforcement: Liens and Personal Obligation.** For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Areas, the Common Elements and the Limited Common Elements and the assumption of the obligations of Owners set forth in this Declaration, the receipt of which is hereby acknowledged, and to secure the payment of Assessments, fines, interest, late charges, attorneys' fees and any other cost of collection as provided herein (collectively, the "Secured Charges"), a lien (an "Assessment Lien"), subject to any limitations of Tennessee law, is expressly retained in favor of the Association or Townhome Association, as applicable, on each and every Owner's Lot or Unit and interests appurtenant thereto.

a. For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of One Dollar (\$1.00) paid in cash, receipt of which is acknowledged, the Owners, their respective heirs, successors, administrators, and assigns (collectively, "Trustors" and individually as "Trustor") upon the conveyance of such Lot or Unit to such Trustor, hereby transfer and convey unto **T. Chad White, Trustee**, his successors and assigns, their respective Lot(s) or Unit(s) with the appurtenances, estates, titles and interests thereto belonging, upon the uses and trusts set forth in this Section.

b. Each Trustor agrees (i) to pay the Secured Charges attributable to such Trustor's Lot or Unit when due, as provided in this Declaration; (ii) to pay, discharge, or remove, any and all liens (except for liens of ad valorem taxes, a lien for all sums unpaid under a first Mortgage or on a secondary purchase money Mortgage) which may be hereafter placed against its Lot or Unit and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (iii) to comply with all of the terms and conditions of the Governing Documents; and (iv) to pay upon demand of Trustee or the Association or Townhome Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors or the Association or Townhome Association, to enforce any provision of this Declaration and Governing Documents of the Association or Townhome Association. If any Trustor fails to do any of these things, then Trustee or the Association or Townhome Association may do any or all of those things, and the amounts so paid

shall bear interest at the highest rate allowed under applicable law in effect from time to time from the date of payment and shall become a part of the Secured Charges secured hereby.

c. If the Secured Charges with respect to any Lot or Unit are not paid promptly when due, then the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in **Sumner County**, Tennessee, to sell said Lot or Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower and all exemptions of every kind, all of which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association or Townhome Association, as applicable, may bid at any sale under this trust conveyance. The Association or Townhome Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of the Lot or Unit. It is further agreed that, in the event the Association or Townhome Association, as applicable, fails, before instructing Trustee to sell said Lot or Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

i. First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing the lien herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

ii. Second, to the payment of all taxes which are due but unpaid with respect to such Lot or Unit;

iii. Third, to the payment of all unpaid Secured Charges with respect to such Lot or Unit; and

iv. Fourth, the residue, if any, will be paid to the Owner of such Lot or Unit, its order, representatives or assigns.

d. The Association or Townhome Association, acting on behalf of the Owners, shall have the power to bid for the Lot or Unit at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot or Unit is owned by the Association or Townhome Association following foreclosure: (i) no right to Vote shall be exercised on its behalf; (ii) no Assessment shall be assessed or levied on it; and (iii) each other Lot or Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot or Unit had it not been acquired by the Association or Townhome Association as a result of foreclosure.

e. Any sale or transfer described herein shall not relieve such Lot or Unit from liability for any Assessments accruing after such sale or transfer.

f. Suit to recover a money judgment for unpaid Secured Charges shall be maintainable without foreclosing or waiving the lien securing the same.

g. In the case of the death, absence, inability, or refusal to act of the Trustee, or if the Board or Townhome Board, as applicable, so decides in its sole discretion, at any time when action under the foregoing power and trusts may be required or for any other reason, the

Association or Townhome Association, as applicable, are hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Sumner County, Tennessee, and the title and rights herein conveyed to the above named Trustee shall be vested in said successor.

h. The Secured Charges shall also be the personal obligation of the Person who was the Owner at the time the Assessment, fine, or other duly levied charge became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them.

15. **Priority of Assessment Lien.** The Assessment Lien shall be superior to all other liens and encumbrances on such Lot or Unit except for: (a) liens of ad valorem taxes; and (b) a lien for all sums unpaid on a first Mortgage, on any secondary purchase money Mortgage, or on any Mortgage to Declarant, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument; provided, however, that the subordination of the Assessment Lien to the foregoing Mortgages shall apply only to Assessments that shall have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure. Further, notwithstanding the foregoing, any Mortgage held by a party related to, affiliated with, or controlled by the Owner of the Lot or Unit on which such Mortgage exists shall not be entitled to such priority unless such Mortgagee obtains the written agreement of the Association or the Townhome Association that it will be entitled to such priority before making such Mortgage. All Persons acquiring other liens or encumbrances on any Lot or Unit after the recording of this Declaration shall be deemed to consent that such liens or encumbrances shall be inferior to such future equitable charges and liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

16. **No Offsets.** All Assessments shall be payable in the amounts specified in the notice related thereto, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of Development Property or Improvements thereon or any claim that the Association, Townhome Association, Board, Townhome Board, or any committee of the Board or Townhome Board is not properly exercising its duties and powers under this Declaration.

17. **Estoppel Certificate.** Upon the payment of such reasonable fee as may be determined from time to time by the Board or Townhome Board, not to exceed \$75.00 and upon the written request of any Owner or any Mortgagee or Person intending to acquire any right, title, or interest in the Lot or Unit of such Owner, the Association or the Townhome Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Association or the Townhome Association and then unpaid with respect to such Lot or Unit and/or the Owner thereof, as well as the amount of any Assessment levied against such Lot or Unit, which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Association or the Townhome Association to establish that no greater or other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Lot or Unit.

18. **Records of Assessments.** The Association and Townhome Association shall cause to be maintained in the office of the Association and the Townhome Association or their Managing Agent a record of all Owners, their Lot(s) and/or Unit(s) and the Assessments, fines, and/or other duly levied charges applicable thereto that shall be open to inspection by any Owner.

## **Article XII**

### **IMPROVEMENTS AND ARCHITECTURAL STANDARDS**

1. **General.** No structure shall be placed, erected or installed upon any Lot or any Unit Pad, Unit or its Private Elements, and no Improvements (including staking, clearing, other site work, exterior alteration of existing improvements, painting or modifying fences, and planting or removal of landscaping materials) shall take place except in compliance with this Article and approval by the appropriate entity. Notwithstanding this, the Board may, by resolution, exempt certain activities from the application and approval requirements of this Article provided such activities are undertaken in strict compliance with the requirements of such resolution. Any Owner may remodel, paint, or redecorate the interior of structures on his Lot or Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit or upon a Lot visible from outside the structures on the Lot or Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of Declarant, the Association or the Townhome Association.

2. **Designation of Committee.** The Association and Townhome Association may have an Improvement Review Committee ("IRC"), which shall consist of no more than five (5) members. During the Appointment Period, the Declarant shall appoint the members of the IRC, who shall be subject to removal at any time by Declarant. Declarant in its sole discretion, may alone constitute the IRC and until the IRC is so appointed, all references herein to the IRC shall mean the Declarant. After the termination of the Appointment Period, the members of the IRC shall be appointed and shall be subject to removal at any time by the Board. After the termination of the Appointment Period, the Board alone may constitute the IRC and until the IRC is so appointed, all references herein to the IRC following the termination of the Appointment Period shall mean the Board. The IRC shall designate an individual as its secretary, and all communications with the IRC shall be conducted through the secretary.

3. **Function of IRC.** No Improvement shall be erected, constructed, placed, maintained, or permitted to remain on any portion of the Development Property until the Plans and specifications therefor showing the nature, kind, shape, height, materials, color, location, and any other information required by the IRC have been submitted to and approved in writing by the IRC. The IRC shall determine in its sole discretion whether or not the proposed Improvement, and all features thereof, is consistent with the overall development scheme for **Bledsoe Springs** and/or **Bledsoe Springs Townhomes** and otherwise compatible with other Improvements constructed within the Development Property and consistent with the Community-Wide Standard. The IRC shall be the sole judge and arbiter of such consistency and compatibility. As a prerequisite to consideration for such approval, and prior to commencement of proposed work, the Owner, Builder, or any agent thereof shall make the necessary submissions as required by the IRC, together with the applicable fee(s), if any, to be charged by the IRC to defray its costs incurred in considering and acting upon any proposed Plans that may require changes for approval, including costs incurred in relation to an architect's review of the proposed Plans, if necessary. The IRC may refuse approval of any Plans that in its sole judgment are inconsistent with the overall purpose and aesthetic values of the Development Property or the architectural standards described herein and in the Design Guidelines, if any. The IRC shall be the sole arbiter of submitted Plans and may withhold its approval for any reason, including purely aesthetic reasons. The IRC has the authority to waive the requirements set forth in this Article or any portion thereof, as well as to pre-approve Plans and specifications for Builders constructing Improvements upon multiple Lots or Units.

4. **Design Guidelines.** The IRC may, in its discretion, promulgate Design Guidelines specifying acceptable architectural styles, permissible materials, and acceptable locations for the construction of all Improvements within the Development Property. All Plans for Improvements must be consistent with such Design Guidelines, which may be amended from time to time by the Declarant during the Appointment Period and thereafter the Board or Townhome Board. Copies of the current Design Guidelines, if any, may be purchased at a reasonable cost.

5. **Submission of Plans.** Any Owner, Builder, or any agent thereof desiring to construct an Improvement upon any Lot, Unit Pad, or Unit shall first have detailed Plans prepared for such Improvement, which shall be prepared by a licensed architect or approved home designer acceptable to the IRC. The scaled Plans to be submitted for IRC review shall include at a minimum the following: (a) plot plan, survey or copy of the recorded plat showing the dimensions of the Lot or Site, the proposed location of all Improvements to be placed upon the Lot, including but not limited to any detached structures such as sheds, garages, swimming pools, pool houses, guest houses, walls and/or fences; and the relationship of all such Improvements to the front, rear, and side property lines; (b) elevation drawings of the front, sides, and rear of any new structure included within the Improvements, together with all exterior color selections / schemes and building materials to be used; (c) a landscaping plan, including all driveways, sidewalks, and terraces; and (d) such other information as may be necessary or otherwise requested by the IRC.

6. **Approval of Plans.** The IRC will certify its approval or disapproval of the Plans within thirty (30) days of the IRC's acknowledged receipt of the Plans, specifications, review fee, and/or other requested information and/or materials. In its sole and uncontrolled discretion, the IRC may grant or withhold its approval of the Plans. By the purchase of property within the Development Property, every Owner shall be conclusively presumed to have consented to the exercise of discretion by the IRC. The IRC's approval of Plans for any Improvement shall be effective for a period of six (6) months only; and if construction of the proposed Improvements shall not have commenced within that time period, the approval shall no longer be valid. In the event written approval is not received within thirty (30) days after the Plans, specifications, review fee, and all requested additional information have been submitted and acknowledged as received by the IRC, then the request for approval shall be deemed DENIED.

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

8. **No Waiver of Future Approvals.** The approval of the IRC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval or consent.

9. **Approval of Contractors.** In order to minimize confusion and the complications which may result from the construction of a number of Improvements upon different Lots, Unit Pads or Units within the Development Property at the same time and in order to insure performance of high quality of construction, no construction shall be commenced upon any , Unit Pad or Unit until the Declarant during the Appointment Period and thereafter the Board or Townhome Board has given written approval of the Owner's contractor(s); provided, however, no liability shall accrue to the Declarant or the Board or Townhome Board on account of such approval. Such contractors shall be licensed under the laws of the State of Tennessee and shall be sufficiently insured for the construction to be undertaken by such contractor.

10. **Construction Compliance.** If the IRC approves Improvement Plans, the Owner shall make a construction compliance security deposit or post a bond, letter of credit, or other acceptable collateral in such amount in the sole discretion of the IRC ("Construction Deposit") in order to insure compliance with the Plans by the Owner, his representatives and/or agents. Upon Owner's completion of construction, including the removal of all trash and debris, Owner shall notify the Board of same so that the completed construction and clean-up may be inspected, confirmed, and approved. Once the completed construction and clean-up have been inspected and approved, the Construction Deposit shall be refunded or released to the Owner; provided, however, the Board or Townhome Board shall be entitled to deduct from the Construction Deposit any costs incurred by the Declarant, the Association or the Townhome Association to repair any damage to Common Areas, Common Elements or other Improvements within the Development Property and otherwise to maintain same in a clean and orderly fashion free of mud, dirt, or other debris. Further, the Board or Townhome Board shall be entitled to deduct from the Construction Deposit the full amount of any fine assessed against the Owner by the Board or Townhome Board for non-compliance with the approved Plans and/or covenants set forth herein.

11. **Construction of Improvements.** Once the IRC approves the Plans and the Owner has made the Construction Deposit, the Owner, Builder, or any agent thereof shall construct the Improvements in substantial conformity with the approved Plans. Actual construction shall be the responsibility of the Owner and shall commence before the expiration of the IRC's approval as provided herein above. At all times during the construction of any Improvement, the Declarant during the Appointment Period and thereafter the Board or an authorized agent thereof shall have access to same for the purpose of inspection and confirmation that the construction is in substantial accordance with the Plans as approved by the IRC and in compliance with this Declaration, any Supplemental Declaration or other Governing Documents. If the construction is found not to be in substantial accordance with the Plans as approved by the IRC and/or in compliance with this Declaration, then the Declarant during the Appointment Period and thereafter the Board or an authorized agent thereof shall give written notice to the Owner of such non-compliance and the basis therefor. If the violation is not brought into compliance or a satisfactory resolution is presented in writing by the Owner and accepted by the Declarant during the Appointment Period and thereafter the Board within five (5) business days of the delivery of such written notice, then the Declarant during the Appointment Period and thereafter the Board shall be authorized: (a) to stop construction and all activities related thereto concerning any Improvement until same is made compliant; (b) to assess reasonable fines related to the non-compliance; and (c) to make the necessary corrections or to take necessary action to make the Improvements compliant at the Owner's expense.

12. **Limited Effect of Plan Approval.** The approval by the IRC of an Owner's Plans for the construction of an Improvement is not intended to be an approval of the structural stability, integrity, or design of a completed Improvement, the safety of any component therein, or the compliance thereof with the regulatory requirements or any federal, state, or local law, regulation, or ordinance. This approval by the IRC is required solely for the purpose of insuring compliance with the covenants contained herein and further to insure the harmonious and orderly architectural and aesthetic development and improvement of the Development Property. Notice is hereby given to any future Owner and/or occupant of any completed Improvement and all invitees and other persons who may from time to time enter or go on or about such completed Improvement that no permission or approval granted by the IRC, the Declarant, the Association, or the Townhome Association with respect to the construction of any Improvement pursuant to this Declaration shall constitute or be construed as an approval of the structural stability, integrity, or design of a completed Improvement, the safety of any component therein or the compliance thereof with the regulatory requirements or any federal, state, or local law, regulation, or ordinance. As such, no liability shall accrue to the Declarant, the IRC, or to the Association in the event

that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

13. **Compliance and Penalty.** Failure to comply with any provision of this Article, Declarant during the Appointment Period and thereafter the Board may take such action as necessary to achieve compliance therewith, including, without limitation, assessment of fines that may be debited against the Construction Deposit. The Owner shall, upon demand, immediately reimburse Declarant or other performing party for all expenses incurred in so doing, including reasonable attorney's fees. Declarant and thereafter the Association or the Townhome Association shall have a lien on the Lot or Unit and the Improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

### **Article XIII IMPROVEMENT RESTRICTIONS**

1. **General.** The construction or installation of Improvements upon Development Property shall comply with Notes on any Plat or Site Plan, as may be amended from time to time; shall comply with all requirements set forth on the overall development plan for the Development Property, if any and as may be amended from time to time; and shall comply with all other applicable laws, ordinances, and regulations of governmental agencies (federal, state and local). In addition, the following provisions shall govern the construction and installation of all Improvements upon the single family residential Lots within the Development Property.

2. **Lot Combination and Re-subdivision.** If one or more contiguous Lots are owned by the same Owner, they may be combined subject to compliance with applicable subdivision laws and regulations upon consent of Declarant during the Appointment Period and thereafter the Board for the purpose of placing approved Improvements thereon. Once combined, however, they shall retain their status as individual Lots for purposes of Voting and Assessments. No Lot shall be re-subdivided in order to create additional building sites except by Declarant, unless such re-subdivision is first approved by the applicable governing authority and the Board. Declarant shall have the right, but not the obligation, to re-subdivide Lots by recorded plat or in any other lawful manner, and such lots, as re-platted, shall be subject to this Declaration as if such Lots were originally included herein as Lots. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations, and requirements.

3. **Roofs.** The roof of the dwelling or other approved structure shall be constructed or covered with asphalt or composition type shingles unless otherwise approved by the IRC. To the greatest extent possible, all roof stacks and plumbing vents shall be located on the rear slopes of the roof, and any alternative placement must be approved by the IRC.

4. **Driveways and Sidewalks.** The IRC shall approve the location, construction, design, and types of materials for all driveways and sidewalks. Except as otherwise approved by the IRC, all driveways shall be finished with a hard surface of an approved material that is compatible with the Improvements located on the Lot and the overall Development Property. At the time of the construction of the dwelling, every Owner shall be responsible for the installation of the portions of the sidewalk across the Owner's Lot. In the event the dwelling is not constructed on the Lot, the Owner shall install the sidewalk by the earlier of twelve (12) months following the conveyance of the Lot or thirty (30) days after the installation of the final topping of asphalt on the street fronting such Lot. In the event the Owner fails to timely install the sidewalk as provided in this Section, the Association may cause the sidewalk to be installed, and the cost thereof shall be a lien against the Lot to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

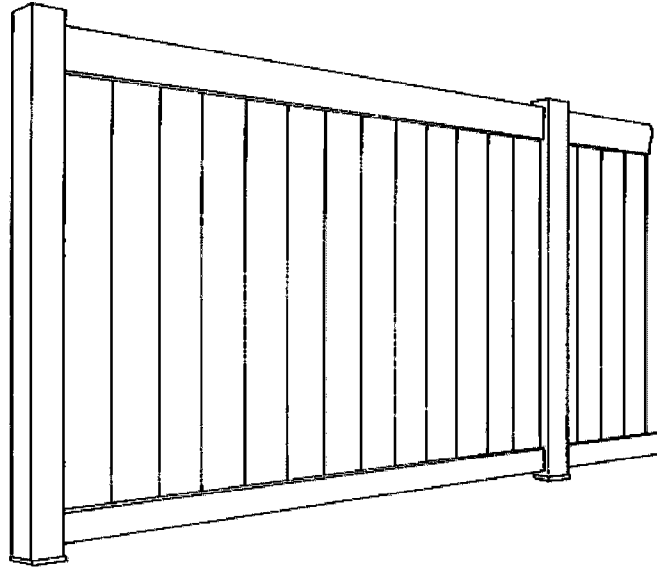
5. **Curb Cuts and Damage.** Any Owner or Builder who makes a curb cut or damages any Common Area shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of Declarant during the Appointment Period and thereafter the Board. Any such Owner or Builder shall reimburse Declarant or the Association for the cost of any such repairs, if Declarant or the Board repairs the damages.

6. **Swimming Pools.** Outdoor swimming pools, therapy pools, and spas for the use of Owners and their guests may be constructed on Lots so long as: (a) they are below ground level and of a permanent nature, or no taller than thirty-six (36") inches above ground; (b) the location complies with the minimum setback requirements shown on the Plat; (c) all applicable laws, ordinances, rules and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the Owner at his expense; (d) such pools and spas are completely fenced in a manner approved by the ARC; (e) the ARC has approved the design and location that shall be in the rear yard only; and (f) construction is not commenced until after the commencement of the construction of the dwelling.

7. **Hot Tubs.** Hot tubs, Jacuzzis, or spas for the use of Owners and their guests may be constructed on Lots so long as: (a) they are of a permanent nature and are below ground level or are incorporated into other improvements such as decking, gazebo, or otherwise and approved by the IRC; (b) the location complies with the minimum setback requirements shown on the Plat; (c) all applicable laws, ordinances, rules, and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the Owner at his expense; (d) such spas are completely fenced in a manner approved by the IRC; (e) the IRC has approved the design and location that shall be in the rear yard only; and (f) construction is not commenced until after the commencement of the construction of the dwelling.

8. **Fencing, Walls, and Hedges.** Location, style, type, and materials of fencing, walls, and/or hedges must be approved by the ARC. Privacy fences must be 6' white vinyl fences consistent with the below image. No fence nor wall shall be erected or maintained nearer to the front lot line than the rear of the dwelling, and for corner lots, not nearer to the lot line facing the more minor side street than the side the dwelling. Hedges, shrubbery or evergreens may be located nearer to the lots lines than fencing and walls, but their location must be approved by the ARC. No fence, wall, or hedge shall be allowed in any drainage easements that may exist on a Lot. No fence, wall or hedge shall be more than six (6) feet in height, unless otherwise approved. Concrete, wood, chain link, and wire fences are specifically prohibited.





9. **Playground Equipment.** All playground equipment located upon the Lots, including but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be maintained in good condition, constructed of natural wood (or other material approved by the IRC). Any allowable playground equipment must be hidden as much as possible from the street view and from the view of adjoining Owners.

10. **Yards.** Lots are to be landscaped and maintained in an attractive manner that is compatible with neighboring Lots and respectful of views and privacy of adjacent Owners and consistent with the Community-Wide Standard. Flowers, hedges, shrubs, trees, and other vegetation may be planted in the rear yard without IRC approval; however, Owners shall replace in a diligent manner any vegetation on their Lot that should die.

11. **Solar Panels; Solar Energy Collection Devices.** Solar energy collection devices are specifically prohibited from being installed on any Lot, including on the roof or exterior of any building on any Lot, unless the solar energy collection devices are an integral and harmonious part of the architecture or design of the building, as determined by the Board in its sole discretion. If permitted, the Board may establish reasonable restrictions concerning the size, place, and manner of placement of the solar energy collection devices. If these limitations on solar energy collection devices are determined to be unlawful, all solar energy collection devices shall be prohibited; provided that solar energy collection devices previously approved AND installed shall not be required to be removed unless required by a court of law.

12. **Utility Lines.** All newly installed utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

13. **Drainage and Grading.** No drainage ditches, cuts, swales, impoundments, mounds, knobs, or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage pattern may be destroyed, altered, or modified by or at the direction or with the consent of any Owner without the prior consent of the IRC or Declarant and, if required, the applicable governmental authorities. No Improvement shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Declarant for the Community, or any part thereof, without the prior written consent of the IRC or Declarant and, if required, the applicable governmental authorities. The Association and its representatives and any

governmental entity having jurisdiction over the Development Property and its representatives shall have the right to enter upon any Lot and any portion of the Community and remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof.

14. **Tanks.** No tanks for the storage of propane gas, fuel oil, or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except propane tanks designed specifically for use to power a gas barbecue grill or gas fire pit. This Section shall not apply to the Declarant or Builders during the construction of Dwellings or Improvements on Lots or to any Lot containing a sales trailer of the Declarant or any other builder approved by the Declarant.

15. **Fencing.** Except as otherwise provided herein, no fence may be constructed on any Lot except those installed by Declarant or the Association or a fence replacing a fence that was installed by Declarant or the Association, or a fence enclosing a courtyard area as approved by the Declarant or the IRC. Permitted fences shall comply with the architectural standards established for the Community. The foregoing notwithstanding, fencing may be installed on the Common Areas at the discretion of the Declarant or the Board.

16. **Yards and Yard Art.** Lawns shall be maintained in a neat and orderly fashion so that the grass does not become overgrown. Yard art and water features shall not be permitted in the front yard or otherwise visible from any street.

17. **Clotheslines and Window Air Conditioning Units.** Clotheslines, clothes hanging devices and the like, and window air conditioning units shall be prohibited on any Lot.

18. **Lighting.** Outside lights at eaves and door entrances, flood lights, and spot lights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Lots. Exterior flashing lights or spot/flood lights on the exterior that shine on or into adjacent Lots shall be prohibited. Any walkway, driveway, or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restrictions must be approved by Declarant during Appointment Period and thereafter the Board.

19. **Signs.** The following restrictions shall apply to signs: (a) Declarant shall have the right to erect and to approve the erection of reasonable and appropriate signs for its own use and the use of Builders and other parties engaged in the construction and sale of Improvements within the Development Property; (b) no sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained, or placed upon any Lot; (c) one (1) temporary sign of a commercial (not political) nature, such as a "For Sale" sign, shall be permitted so long as the sign does not exceed a maximum surface area of four (4) square feet and such sign is located not less than ten feet (10') from the boundary of the Lot; (d) temporary signs of a political nature shall be permitted upon a Lot during the period of time commencing sixty (60) days before a primary election and ending the day after the general election, so long as there are no more than one (1) sign per candidate or ballot measure on a Lot not to exceed a maximum surface area of four (4) square feet and located not less than ten feet (10') from the boundary of the Lot; (e) one (1) small security sign not more than five feet (5') from the front exterior of the dwelling upon a Lot; (f) all signs shall comply with regulations that may be adopted by the Board from time to time; and (g) all Owners grant to Declarant and thereafter to the Board the right to remove all signs not in compliance with the sign restrictions and in doing so shall not be subject to any liability or criminal action for trespass, destruction of property, or other tort in connection therewith or arising from such removal.

20. **Flags/Flagpoles.** No flagpoles shall be erected on any Lot, except for Lots owned by the Declarant or any Builder where Lots or Improvements located thereon are used as models and sales offices or trailers. Subject to limitations as to size, location, and manner of display as may be promulgated by the Board, no Owner shall be prohibited from displaying the flag of the United States of America, the State of Tennessee, or any branch of the United States armed forces. To the extent that any of the foregoing provisions of this Section, provisions of the Architectural Guidelines adopted by the IRC, or rules and regulations adopted by the Board with respect to flags or flagpoles is not permitted under the "Freedom to Display the American Flag Act of 2005" as codified under 4 U.S.C. § 5 (Executive Order 10834, Section 3), as amended, or Tenn. Code Ann. § 66-27-602, or any other applicable federal, state, or local laws, such provisions of the applicable Documents shall be interpreted so as to be in compliance with such applicable laws.

21. **Antennas.** No transmitting or receiving equipment (antennas, dishes, etc.) in excess of eighteen (18) inches in diameter (or such larger size as shall be expressly authorized by the regulations of the Federal Communications Commission) for radio, television, or communications may be located on the exterior of any Improvement or on the Lot without the approval of the IRC as to location and screening, if necessary. In no event, may such equipment be in the front of any Lot or Dwelling thereon or be visible from the streets within the Development Property.

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

23. **Compliance and Penalty.** Failure to comply with any provision of this Article, Declarant during the Appointment Period and thereafter the Board may take such action as necessary to achieve compliance therewith, including, without limitation, assessment of fines or corrective action to bring such violation into compliance. The Owner shall, upon demand, immediately pay the fine and/or reimburse Declarant or other performing party for all costs incurred, including reasonable attorney's fees. Declarant and thereafter the Association shall have a lien on the Lot and Improvements thereon to secure payment of fines and/or reimbursement for such costs. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

#### **Article XIV USE RESTRICTIONS**

1. **Use of Lots and Units.** Except as otherwise permitted herein, each Lot or Unit shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental thereto. Short-term renting shall not be deemed as a residential purpose and is therefore strictly prohibited. No building on a Lot, nor any portion of any Lot, nor Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit and uses customarily incidental thereto. Specifically, no building may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant or, by Builders approved by Declarant for sales and construction management and related uses during the construction and sale of Dwellings in the Community. All Improvements are also subject to and shall continue to be

subject to the requirements of any governmental entity with jurisdiction over such Improvements and the Lot or Unit.

2. **Use of Common Areas.** Any Common Area may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot or Unit and shall be subject to the Rules and Regulations governing the use as promulgated by the Association. All uses of the Common Areas shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of Owners and Occupants, and shall comply with the provisions of this Declaration, the laws of the State of Tennessee, the Rules and Regulations, and the other Governing Documents. The Declarant during the Appointment Period and thereafter the Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Tennessee Nonprofit Corporation Act, the Charter, the Declaration, and the Governing Documents, including, but not limited to, the right to (a) contract, lease, or assign an interest in the Common Areas; (b) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to Common Areas; and (3) establish Rules and Regulations governing conduct upon the Common Areas and all Improvements located thereon.

3. **Occupancy Permit.** No Dwelling upon any Lot may be occupied prior to the issuance of a final use and occupancy permit related to same by the applicable governing authority and approval by the IRC.

4. **Lease.** For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a Dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service or gratuity. The dwelling on a Lot may be leased only in its entirety (e.g., separate rooms within the same Dwelling may not be separately leased).

a. Subject to any Federal, State, or local laws, all Dwellings within the Development Property may be leased to residential tenants. Within five (5) business days of the full execution of any lease or amendment thereto or extension or renewal thereof, the Owner must deliver a copy of the same to the Board or the Managing Agent. The Association shall not prohibit leasing or the transfer of any Lot nor shall it require the Association's or the Board's consent prior to leasing or transferring a Lot.

b. [Intentionally Deleted].

c. The tenant under each such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of this Declaration, as may be amended from time to time, and the Governing Documents. Failure to comply with this Declaration and the Governing Documents shall be a default under each such lease.

d. The Association shall have the right to implement a system and procedures for the administration, tracking, oversight, and management of rentals within the Development Property, and all costs of such system and procedures will be assessed equally against the Owners who lease their Lot.

e. The leasing restrictions set forth in this Section shall not be deemed to prohibit a Mortgagee who takes title to a Lot pursuant to the terms of its security instrument from leasing same for a limited time until the Mortgagee can find a buyer for the Lot.

f. Neither the Declarant, the Association, nor the Members shall be permitted to remove, modify, revoke, amend, or supplement any provision set forth in this Section related to

the leasing of any Lot, including, without limitation, the right of an Owner to lease a Lot or any restrictions applicable thereto, in each case, without the express prior written consent of any Owner who has notified the Association or the Managing Agent that such Owner is generally engaged in the business of leasing Lots or any Owner who has a Lot that is subject to a lease that has been provided to the Board or the Managing Agent.

g. Short term and/or vacation leasing is strictly prohibited. For the purposes of this subsection, "short term" renting shall be any lease term less than one full month.

h. Notwithstanding the foregoing, it is the intent of this Section to be fully compliant with FHA and VA lending requirements. As such, to the extent that any provision of this Section is not fully compliant with FHA and VA lending requirements, both now or in the future, then the Declarant and thereafter the Board, shall be authorized to prepare, execute, and Record an amendment to this Declaration to bring this Section and the Declaration into full compliance with FHA and VA lending requirements without the joinder or approval of any Owner or other person or entity.

5. **Business.** No industry, business, trade, occupation, or profession of any kind may be conducted, operated, or established on the Development Property without the prior written approval of the Board. This provision shall not prohibit (a) a "home office", provided such use does not entail any non-resident employees coming to the Lot, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules and Regulations established by the Board and applicable governmental regulations; (b) an Owner or Occupant from maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a Dwelling; or (c) during the construction and initial sales period, the use of Lots, including Dwellings and other Improvements constructed thereon, and Common Areas for construction and sales purposes by Declarant and/or by Builders, including the construction and operation of sales models and/or trailers by Declarant and/or by Builders until Dwellings have been constructed on all Lots and all Lots with Dwellings on them have been conveyed to bona fide residential home purchasers.

6. **Hazardous Actions or Materials.** Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Areas that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Areas, or that might, or that does unreasonably disturb the quiet occupancy of any Person residing in or otherwise occupying a Dwelling on any other Lot. These provisions shall not be construed so as to prohibit the Declarant or Builders from construction activities consistent with reasonable and lawful residential construction practices.

7. **Nuisances.** No noxious or offensive trade shall be permitted on the Development Property or within any Dwelling, building, or other structure located on the Development Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any Person occupying a Dwelling on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other Builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

8. **Animals.** Except as hereinafter provided, no animals, reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in or upon any part of the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained inside of a Dwelling constructed on a Lot, provided that: (a) the maintaining of animals shall be subject to such Rules and Regulations as the Board may from time to time promulgate,

including, without limitation, the right to place limitations on the size, number, and type of such pets, and the right to levy Individual Lot Assessments and administrative and enforcement charges against persons who do not clean up after their pets; and (b) the right of an Owner or Occupant to maintain an animal in a Dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal determined to be vicious, dangerous, wild, or undomesticated, is specifically prohibited. Outdoor doghouses, animal cages, and runs are prohibited without the express prior approval of the Improvement Review Committee.

9. **Storage.** Except for the reasonably necessary activities of the Declarant during the development of the Development Property (including the construction of Dwellings or other Improvements by Declarant), no open storage of any kind is permitted, and no storage buildings, barns, or sheds of any kind are permitted on any Lot. The limitations contained in this Section shall not apply to any storage as may be necessary during the construction of a Dwelling on a Lot by Declarant or Builders.

10. **Vehicles.**

a. The Board is granted the power and authority and shall be entitled to create and enforce reasonable Rules and Regulations concerning placement and the parking of any vehicle permitted in or on the Development Property or in the Community, including, without limiting the generality of the foregoing, on any Lot or Common Element. In addition to the Board's authority to levy Individual Lot Assessments as administrative or enforcement charges for the violation of such Rules and Regulations, this Declaration or the Governing Documents, the Board shall be authorized to cause the removal of any vehicle violating such Rules and Regulations, this Declaration, and/or the Governing Documents including, but not limited to, vehicles parked on the Common Areas, private drives and roadways, and/or the Lots, unless such vehicles are located in permitted, enclosed structures shielded from view.

b. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses, or mobile homes shall be parked or stored on the Common Areas, including, but not limited to, the private drives and streets, or on any Lot (except in an enclosed permitted structure shielded from view) for a total of more than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of Dwellings on the Lots. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of Dwellings or Improvements on the Lots or the development of the Community by Declarant or builders, employees, and contractors approved by Declarant. In addition, no automobile or other motorized vehicle of any type or description that is not functionally or legally operable on public highways shall be kept, stored, operated, or maintained on or in front of any Lot or on the Common Areas within the Community for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. After such time, the vehicle, trailer, or part shall be deemed to be a nuisance and may be removed by the Association at the Lot Owner's expense, and the Board may levy an Individual Lot Assessment for such violation and for the costs.

c. For the purpose of this Section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than twenty-one feet (21') and all vehicles that include any visible exterior storage of tools or materials, provided, however, that up to two ladders may be visible. Dump trucks, tow trucks, flatbed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one-ton capacity, and semi-type

tractors and trailers shall be considered in every instance to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this Section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper, or any other vehicle, whether or not self-propelled, constructed, or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

11. **Trash.** Except for the reasonably necessary activities of the Declarant during the development of the Development Property, no burning or storage of trash of any kind shall be permitted on the Development Property. All trash shall be deposited in covered, sanitary containers, screened from view, and stored either inside of a permitted structure or within screened areas approved by the IRC or Board. Any permitted structure or screened area on a Lot must comply with all requirements of any and all governmental entities having jurisdiction over the Lot. The foregoing notwithstanding, trash cans and other waste containers shall be permitted to be placed near the street or designated pick-up area on days when trash collection occurs or as otherwise permitted by the Rules and Regulations. No emptied trash containers shall be allowed to remain visible for more than twelve (12) hours following the trash pick-up.

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

13. **Outside Recreation Equipment.** All playground and recreational equipment (e.g. swings, slides, trampolines, playhouses, basketball hoops / backboards) shall be approved by the IRC prior to installation and must be used, erected, placed, or maintained to the rear of the Lot. The Board shall have the authority to govern the location, any required screening, materials, and types of various recreational equipment.

14. **Amenities.** Any amenities (e.g. parks, clubhouse and swimming pool, community fire pit, pickle ball and bocce ball courts, and/or walking trails) and Common Areas provided by the Association or erected within the Development Property, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof. The Board may promulgate additional Rules and Regulations governing the use of such amenities and areas.

15. **Additional Prohibited Activities.** The Board may from time to time reasonably prohibit certain activities on or within the Development Property, and such prohibition shall be final and binding on all Owners.

16. **Occupants Bound.** All provisions of this Declaration and the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, and invitees of any Owner. Every Owner shall cause all occupants of his or her residence to comply with This Declaration and the Governing Documents, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a residence are fully liable and may be sanctioned for any violation of the Documents.

17. **Compliance with Zoning Requirements.** Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, and/or City in which the Property is

located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed automatically modified without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

18. **Compliance and Penalty.** Failure to comply with any provision of this Article, Declarant during the Appointment Period and thereafter the Board may take such action as necessary to achieve compliance therewith, including, without limitation, assessment of fines or corrective action to bring such violation into compliance. The Owner shall, upon demand, immediately pay the fine and/or reimburse Declarant or other performing party for all costs incurred, including reasonable attorney's fees. Declarant and thereafter the Association shall have a lien on the Lot and Improvements thereon to secure payment of fines and/or reimbursement for such costs. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

## **Article XV MORTGAGEE PROVISIONS**

1. **General.** In addition to any other rights granted to Mortgagees elsewhere in this Declaration, the rights and protections of this Article are hereby granted to and for the benefit of any Mortgagee.

2. **Actions Requiring Mortgagee Approval – Lots.** Without the prior written consent of at least fifty-one percent (51%) of all recorded first Mortgagees of Lots or the beneficiaries thereunder of record (based upon one vote for each Lot or Unit upon which a Mortgage is owned), who have requested such notice, the Association shall not be entitled by act or omission to seek to abandon or terminate the restrictions declared herein; provided, however, approval of such action shall be implied against any eligible Mortgagee in the event such Mortgagee fails to submit a response in writing to the Association within sixty (60) days of service of such notice by certified or registered mail, return receipt requested, to said Mortgagee at the address listed in the records of the Association.

3. **Actions Requiring Mortgagee Approval – Units.** Except as otherwise provided in the Act, without the prior written consent at least fifty-one percent (51%) of all recorded first Mortgagees of Units or beneficiaries thereunder (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, the Townhome Association shall not be entitled to:

a. By act or omission, seek to abandon or terminate the Townhome Planned Unit Development established hereby or to seek to abandon or terminate the restrictions herein.

b. Change the formula for determining each Unit's Townhome Assessment liability or allocating distributions of hazard insurance proceeds or condemnation awards or change the method of assessment of Townhome Assessments or the priority of the lien of the Townhome Association for unpaid Townhome Assessments or other duly levied charges.

c. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided that, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Townhome Property shall not be deemed to transfer within the meaning of this clause.



d. Use hazard insurance proceeds for losses to any Common Element for other than the repair, replacement, or reconstruction of such Improvements, except as provided by statute.

e. Approve any amendment to this Declaration or the Governing Documents which would materially affect or change a Unit Owners' voting rights, rights to use Common Elements, or the right to sell or transfer a Unit.

f. Approve any amendment removing the requirement of a reserve fund for the repair or replacement of the Common Elements and the responsibility for maintenance or repair of the Common Elements.

g. Approve any amendment that would alter the boundaries of a Unit or method of determining when Townhome Property will be reconstructed or repaired in the event of partial destruction or the conversion of a Unit to Common Elements or vice versa.

h. Approve any amendment that would alter a provision of this Declaration which expressly benefits any Mortgagee, insurer or guarantor.

**4. Notices of Action – Mortgagee of Units.** All recorded first Mortgagees of Units or beneficiaries thereunder (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the Townhome Property or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Mortgagee.

b. Any delinquency in the payment of Assessments or other duly levied charges owed by the Owner of the Unit subject to the Mortgage of such Mortgagee, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Governing Documents relating to such Unit or the Owner or occupant which is not cured within sixty (60) days.

c. Any lapse, cancellation or material modification of any insurance policy maintained by the Townhome Association in connection with the Townhome Property.

d. No provision of this Declaration or Governing Documents gives or shall be construed as giving any Unit Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

**5. Records Examination.** Mortgagees shall have the right to examine the books, records, and financial statements of the Association and the Townhome Association, as well as this Declaration and the Governing Documents at reasonable times and upon reasonable notice.

**6. Insurance Policy.** Mortgagees shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

**7. Insurance Proceeds.** No Owner or any other party shall have priority over any rights of the Mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

8. **Mortgagor Default – Lots.** Mortgagees, upon written request, shall be notified by the Board in writing of any default by the mortgagor of a Lot in the performance of such mortgagor's obligations under this Declaration and its constituent documents not cured within sixty (60) days from the date of such default.

9. **Owner Notice to Board.** Upon request, each Owner shall be obligated to furnish to the Board or Townhome Board the name and address of the holder of any Mortgage encumbering such Owner's Lot or Unit.

10. **Mortgagee Notice to Board.** Mortgagees shall request notice of the matters set forth herein by making written request to the Board or Townhome Board upon becoming a Mortgagee hereunder and requesting that the name and address of such Mortgagee and the Lot or Unit so encumbered be identified by the Board or Townhome Board in the records for the Association or the Townhome Association. Any notice requesting approval of any Mortgagee as required herein shall advise said Mortgagee that failure to respond within sixty (60) days of said notice shall be deemed to be approval by said Mortgagee of the matter for which approval is being sought.

11. **Disposition by Mortgagee.** Any Mortgagee who obtains title to a Lot or Unit pursuant to remedies provided in the Mortgage or deed of trust, or upon foreclosure of the mortgage or deed of trust, or upon receiving a deed (or assignment) in lieu of foreclosure, shall take the Lot or Unit free of any claims for unpaid Assessments and charges against the mortgaged Lot or Unit, which accrue prior to the time such holder comes into possession of same. Specifically, and without limitation, the provisions of this Declaration, Supplemental Declarations, or the Governing Documents shall not impair the rights of any Mortgagee to: (a) foreclose or take title to a Lot or Unit pursuant to remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell a Lot or unit acquired by the Mortgagee.

## **Article XVI AMENDMENTS**

1. **Owners.** Except as otherwise provided herein, the provisions of this Declaration may be changed, modified, or amended by Supplemental Declaration or other written and properly recorded instrument setting forth such change, modification, or amendment, upon the affirmative Vote of not less than fifty percent (50%) of the Members present at a duly called meeting of the Association or Townhome Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in this Declaration or applicable law. However, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant under this Declaration shall require the verified written consent of the Declarant upon such instrument in order to be effective. Unless a higher percentage is required by law, revocation of this Declaration or the self-management of the Association shall require the affirmative Vote of not less than sixty-seven percent (67%) of the all the Members of the Association or the Townhome Association entitled to Vote at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present. Notwithstanding anything to the contrary herein, no amendment relating to leasing of Lots shall be enforceable against Owners who did not consent in writing to such amendment. Any such change, modification, amendment, or revocation shall not become effective until the instrument evidencing such change has been recorded in the Register's Office for **Sumner County, Tennessee**.

2. **Declarant.** The Declarant hereby reserves and shall have the right, power, privilege, and authority, in its sole discretion, to amend this Declaration and any Exhibit hereto without the consent,

joinder, or approval of the Association, the Townhome Association, the Board, Owner, any Person having a contractual right to purchase a Lot, Unit, any Mortgagee or beneficiary of any Mortgage or deed of trust on any Lot, Unit or any other Person. Such right, power, privilege, and authority of Declarant shall expire two (2) years after the termination of the Appointment Period. Declarant shall be in no way obligated to amend this Declaration or any Exhibit hereto pursuant to this Paragraph.

3. **Discrimination.** No amendment shall discriminate against any Owner or against any group of Owners, unless the Owner(s) so affected shall consent. No amendment shall change the Voting rights provided herein unless the Owner(s) so affected shall consent.

## **Article XVII DECLARANT'S RIGHTS AND RESERVATIONS**

1. **Applicability and Term.** Declarant shall have and hereby retains and reserves certain rights set forth in this Declaration with respect to the Association, the Townhome Association, and the Development Property. Declarant's rights and reservations set forth herein shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Association or Townhome Association, and in each deed or other instrument by which any property within the Development Property is conveyed, whether or not specifically stated therein. The rights, reservations, and easements of Declarant set forth in this Declaration during the Appointment Period may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment hereto, including any amendment of this Article. Declarant's consent to any such amendment shall not be construed as consent to any other or subsequent amendment. In the event of Declarant default of its development loan or other financing related to the development of the Development Property that results in the transfer of ownership of the Development Property to the lender, then all of Declarant's rights, duties, obligations, liabilities and any other responsibility set forth in this Declaration shall automatically be transferred and assigned to such lender.

2. **Declarant's Rights and Assignment.** Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Governing Documents may be transferred or assigned in whole or in part to any other Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's Office of **Sumner County, Tennessee**.

3. **Construction and Sales Activities.** Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and the initial sale of Lots and Units shall continue, it shall be expressly permissible for Declarant to permit any Builder to maintain and carry on upon portions of the Development Property, including any Lot or Unit, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots or Unit, including, but not limited to, business offices, signs, model homes, and sales offices or trailers, and the Declarant and such Builder(s) shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right of Declarant to use designated portions of the Common Areas, Common Elements, and Lots or Unit owned by the Declarant and the right of any Builder to use Lots or Unit owned by Builder, as models and sales offices or trailers, respectively.

4. **Promotion and Marketing.** Declarant shall have and hereby reserves the right to use the Development Property in connection with development, construction, promotion, marketing, sale and leasing of properties within the Development Property, by erecting and maintaining on any part of the Development Property such signs as Declarant, in its sole discretion, may deem desirable, necessary

or proper in connection with the development, construction, promotion, marketing, sale and leasing of parcels of real property within the Development Property, and by permitting prospective purchasers of any of such parcels who are not Owners to enter upon Development Property; provided, however, that Declarant shall pay all costs occasioned by such use, including without limitation maintenance and repair expenses.

5. **Development Completion.** No provision of this Declaration shall be construed to limit the right of Declarant to or require Declarant to obtain approval: (a) to complete Improvements indicated on Plats, Site Plans and/or Plans filed with this Declaration, as may be amended from time to time; (b) to create, add, withdraw, modify, alter, or redefine Lots, Common Areas, Units or Common Elements comprising the Development Property and, as applicable, the Townhome Planned Unit Development; to subdivide Lots or to convert Units into Common Elements; and to allocate Limited Common Elements to specific Units; (c) to make the Development Property part of a larger planned community or to subject same to a master association; (d) to excavate, cut, fill, or grade any property owned by Declarant or to construct, alter, remodel, demolish, or replace any Improvements on any Development Property; or (e) to require Declarant to seek or obtain the approval of the Association or Townhome Association for any such activity or Improvement to property by Declarant on any Development Property. Nothing in this Paragraph shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

6. **Additional Improvements.** Declarant shall have and hereby reserves the right, at any time and from time to time, but shall not have the obligation, to construct, at its expense, additional Improvements on Development Property which are for the betterment and enhancement thereof and for the benefit of the Association, the Townhome Association, and the Owners. Declarant will convey or transfer such Improvements to the Association or the Townhome Association, which shall be obligated to accept title to, care for, and maintain the same as elsewhere provided herein.

7. **Conveyance of Additional Property.** Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon to the Association or the Townhome Association at any time and from time to time in accordance with this Declaration.

8. **Easements.** Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements and rights-of-way for access, utilities, water, drainage, and other purposes incident to development, construction, or sale within the Development Property, located in, on, under, over, and across Development Property, property owned by Declarant, provided that such easements and rights-of-way that are located within the Development Property do not unreasonably interfere with the rights of Owners.

9. **Notice and Opportunity to Cure.** No Person shall (a) institute legal or equitable proceedings involving the alleged defective design or construction of any Unit, structure, or improvement within the Development Property or (b) retain an expert for the purpose of inspecting the design or construction of any Unit, structure, or improvement within the Development Property in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction, unless Declarant and the respective Builder have been first notified in writing and given an opportunity to meet with the Owner of the Lot or Unit to discuss the Owner's concerns and conduct their own inspection(s). Declarant and the respective Builder(s) reserve the right for themselves and others designated to inspect, monitor, test, redesign and correct any Unit, improvement or condition which may exist on any portion of the Development Property, including the Lots, Units, Common Areas and Common Elements, and a perpetual easement of access through the Development Property for such purposes.

10. **Instrument Recording Prohibition.** During the Appointment Period, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Development Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

## **Article XVIII ANNEXATION AND WITHDRAWAL OF PROPERTY**

1. **Annexation by Declarant.** From time to time during the Appointment Period, Declarant shall have the right to unilaterally add to the Development Property additional real property adjacent to the Development Property and subject same to the Development Property as Future Phase Property. Declarant may transfer or assign this right to annex property, provided that such transfer is memorialized in a written, recorded instrument executed by Declarant. Nothing in this Declaration shall be construed to require Declarant to annex or develop any additional property in any manner whatsoever.

2. **Annexation by Members – Post Appointment Period.** Following the termination of the Appointment Period, the Members may annex additional real property adjacent to the Development Property and subject same to the Development Property as future phase property, upon the affirmative Vote of Members representing not less than two-thirds (2/3) of the total collective Votes in the Association and two-thirds (2/3) of the total collective Votes in the Townhome Association present in person or by proxy at a meeting duly called for such purpose.

3. **Manner of Annexation.** Any parcel of real property to become part of the Development Property and to be made subject to this Declaration (the "Annexed Property") shall be effective upon Recording of a Supplemental Declaration that meets the following requirements: each Supplemental Declaration shall (a) be executed by the then Owner(s) of the Annexed Property described therein; (b) contain an adequate legal description of the Annexed Property; (c) contain a reference to this Declaration stating its Recording date and the book and page or instrument number; and (d) contain a statement that the Annexed Property is declared to be part of the Development Property under this Declaration and that the Annexed Property shall be subject to this Declaration.

4. **Withdrawal Annexed Property by Declarant.** Annexed Property or any portion thereof for which a Supplemental Declaration has been recorded may be withdrawn by the Declarant from the Development Property, from this Declaration, and/or from such Supplemental Declaration related thereto. The withdrawal of such Annexed Property or portion thereof may be accomplished by Declarant's execution and Recording of a written notice of such withdrawal ("Declaration of Withdrawal").

## **Article XIX MISCELLANEOUS PROVISIONS**

1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind title to the Development Property, shall be binding upon and inure to the benefit of Declarant, the Association, the Townhome Association and all Owners and Mortgagees, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect until the tenth (10<sup>th</sup>) anniversary of the date of the recording of this Declaration, whereupon this Declaration shall be automatically renewed for successive terms of five (5) years unless Owners holding at least two-thirds of the Vote of all Owners entitled to cast a Vote elect to terminate the Declaration by Vote taken at least six (6) months prior to the end of the current term and unless such termination is approved by the applicable governing authority with jurisdiction over the Development Property. Notwithstanding the foregoing, any

easements granted pursuant hereto or in any Supplemental Declaration are and shall be perpetual, except to the extent, if any, otherwise provided in the creation of any such easement, and except that any dedication to and acceptance by an appropriate governmental authority or any conveyance or grant to any appropriate public utility of the facilities that are the subject of any such easements shall terminate those easements if such dedication, conveyance, or grant so provides.

2. **Notice to Owners.** Notice to any Owner set forth herein shall be sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, or electronic transmission at the address or other contact information provided to the Board or Townhome Board by the Owner or in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Lot or Unit. It shall be the obligation of every Owner to notify the Board or Townhome Board in writing of any change in address. Any Person who becomes the Owner after the date on which notice was made upon such Owner's predecessor in title to the Lot or Unit shall be deemed to have received such notice.

3. **Notice to Declarant, Association, or Townhome Association.** The address of the Declarant, Association or Townhome Association for the purposes of furnishing notice(s) as provided in this Declaration or the Governing Documents shall be the principal office of the Declarant, Association, and Townhome Association of record in the Office of the Secretary of State for the State of Tennessee, unless and until notice of an alternative address is given Declarant, Association, or Townhome Association in writing to all Owners. Notices addressed as above shall be delivered in person with written acknowledgment of the receipt thereof or sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, receipt signature required.

4. **Statute of Limitation.** No action in contract, tort, or otherwise against the Association, the Board, or the Declarant for any action or inaction by the same or to challenge the validity of this Declaration, any Supplemental Declaration or other duly adopted amendment may be brought more than one (1) year after the occurrence of such action or inaction or the date this Declaration, the Supplemental Declaration, or other instrument is recorded.

5. **Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association or Townhome Association unless approved by a Vote of not less than seventy-five (75%) percent of the Members of the respective association. This Section shall not apply, however, to (a) actions brought by the Association or Townhome Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, fines, or any other amount or charge collectable by the Association or Townhome Association, (c) proceedings involving challenges to *ad valorem* taxation, or (d) counterclaims brought by the Association or Townhome Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant during the Appointment Period or is approved by the percentage Votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

6. **Jury Waiver.** EACH OWNER AGREES TO WAIVE A TRIAL BY JURY IN ANY DISPUTE ARISING RELATED TO OR ARISING OUT OF THIS DECLARATION, THE GOVERNING DOCUMENTS AND THE MANAGEMENT OF AND/OR GOVERNANCE OVER THE ASSOCIATION.

7. **No Partition.** Except as is permitted in the Declaration or amendments thereto, there shall be no partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Development Property or any part thereof seek any judicial partition unless the Development Property has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit

the Board or Townhome Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

8. **Books and Records.** Except for confidential, non-public information of the Association or Townhome Association or that affect the privacy rights of third parties or otherwise subject to confidentiality or non-disclosure protections or objections under any basis, the books and records of the Association and the Townhome Association are subject to inspection at the principal office of the Association or the Townhome Association by any Owner during reasonable business hours and upon ten (10) days prior written notice. Copies of such records may be purchased at a reasonable cost.

9. **Right To Mortgage Information.** Each Owner hereby authorizes any Mortgagee holding a Mortgage on such Owner's Lot or Unit to furnish information to the Board concerning the status of such Mortgage and the loan which it secures, to the extent such information is appropriate to assist the Board in determining if such loan is a valid first Mortgage or secondary purchase money Mortgage.

10. **Limitation on Liability.** The Association, Townhome Association, Board, Townhome Board, the IRC, any other committee established by the Board, Townhome Board, Declarant, and any member of the Board, Townhome Board, or any committee, officer, agent, or employee of any of them (collectively, the "Indemnitees") shall not be liable to any Person for any mistake of judgment, whether negligent or otherwise, or for any action or any failure to act under this Declaration or any Supplemental Declaration. In addition, the Board and the officers of the Association or the Townhome Association shall have no personal liability with respect to any contract or other commitment made by them, on behalf of the Association or the Townhome Association (except to the extent that such directors or officers may also be Owners). The Association or the Townhome Association, as an Administrative Function, shall indemnify, hold harmless, and defend the Board or Townhome Board and such officers from any and all expense, loss, or liability to others on account of any such contract or commitment. In addition, the Indemnitees shall be indemnified and held harmless by the Association or Townhome Association, as an Administrative Function, from any expense, loss, or liability to others by reason of having served in such capacity, against all expenses, losses, and liabilities, including court costs and reasonable attorney's fees incurred by or imposed upon such Person in connection with any proceeding to which he may be a party or may have become involved by reason of holding such position, whether or not he holds such position at the time such expenses are incurred, except in cases in which the expenses, losses, and liabilities arise from a proceeding in which such Person is adjudicated guilty of willful misfeasance, gross negligence, or bad faith in the performance of his duties and for which indemnification is prohibited by law under the Tennessee Not For Profit Corporation Act. In the event of a settlement of any such proceedings, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association or Townhome Association. Any right of indemnification provided in this Section shall not be exclusive of any other rights to which an Indemnitee may be entitled.

11. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States in office as of the date of the Recording of this Declaration.

12. **Land Outside Development Property.** The restrictions created by this Declaration benefit and burden only the Development Property and no other land whatsoever. Notwithstanding any possible sharing of present or future facilities by other land, whether developed by Declarant or others, the general plan created by the restrictions of this Declaration extends only to the Development Property, and such restrictions are not intended to benefit any Persons other than those having an interest in the

Development Property. No Person owning land or having an interest in land outside of the Development Property shall have any right whatsoever to enforce this Declaration for the benefit of such land, and neither the Association, the Townhome Association nor any Owner shall have the right to extend the enforcement of this Declaration to any real property not within the Development Property. Provided, however, nothing contained herein shall in any way preclude or limit the applicable governing bodies from enforcing the terms of this Declaration and the Governing Documents.

13. **General Development Information.** Any brochures, maps, models, handouts, schematics, plans, and facilities provided or available in connection with the Development Property or the development, construction, promotion, sale, marketing, or leasing of Development Property or Improvements thereon: (a) are provided for general information purposes only; (b) are subject to change and deletion without notice by Declarant or by public or governmental authorities; and (c) shall not obligate Declarant to develop, construct, promote, market, sell, or lease any such property or Improvements whatsoever or in any particular manner, or to add to the Development Property any Future Phase Property.

14. **Community Name.** No Person, other than Declarant and Builder(s), shall use the words "Bledsoe Springs", "Bledsoe Springs Townhomes" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term, "Bledsoe Springs", "Bledsoe Springs Townhomes" in printed or promotional matter where such term is used solely to specify that particular property is located within the Development Property.

15. **Disclosures.** Each Owner acknowledges the following:

a. The Development Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

b. The views from an Owner's Unit or Lot may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

c. No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

d. No representations are made regarding the schools that currently or may in the future serve the Development Property.

e. Since in every neighborhood, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Development Property that an Owner may find objectionable and that it shall be the sole responsibility of the Owner to become acquainted with neighborhood conditions that could affect such Owner's Lot or Unit.

16. **Construction Activity.** All Owners acknowledge and understand that Declarant and Builders will be constructing/renovating portions of the Development Property and engaging in other construction activities related to the construction of Common Areas, Improvements, Units, and related Common Elements, Limited Common Elements and Private Elements. Such construction activities may, from time to time, produce certain conditions on the Development Property, including, without limitation: noise or sound that is objectionable because of its volume, duration, frequency or shrillness; smoke; noxious, toxic, or corrosive fumes or gases; obnoxious odors; dust, dirt or flying ash; unusual fire or explosion hazards; temporary interruption of utilities; and/or other conditions that may threaten the security or safety of persons on the Development Property. Notwithstanding the foregoing, all Owners



agree that such conditions on the Development Property resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant or Builder(s) and their agents to be deemed in violation of any provision of the Declaration.

17. **Governing Law.** This Declaration shall be construed, governed, and enforced under and in accordance with the laws of the State of Tennessee.

18. **Interpretation.** The Board shall have the right, power, and authority to determine all questions arising under or in connection with this Declaration and the Governing Documents and to construe and interpret its provisions, and any determination, construction, or interpretation made in good faith by the Board shall be binding on all Owners. In all cases, the provisions set forth in this Declaration shall be construed, in the opinion of the Board, to best effect the intent of the general purposes of this Declaration. The provisions hereof shall be liberally interpreted to effectuate the purposes set forth herein, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

19. **Remedies Cumulative.** The rights, powers and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers, or remedies available to it.

20. **Partial Invalidity.** Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall not affect any other provision not expressly held to be void or the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

21. **Severability.** If any provision of this Declaration, the Governing Documents or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid; the validity of the remainder of this Declaration and the Governing Documents and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration or the Governing Documents shall be construed as if such invalid part was never included therein.

22. **Captions and Gender.** The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof. The use of the masculine gender in this Declaration and in the Governing Documents shall be deemed to include the feminine and neuter references, and the use of the singular shall be deemed to include the plural whenever the context so requires.

23. **Exoneration of Declarant.** Each Owner or any other party having an interest in any portion of the Development Property expressly agree that no duty or obligation is imposed upon the Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Declarant be subject to any liability of any kind or nature whatsoever in respect to any claim that the Declarant has failed to enforce same.

24. **Conflicts in Legal Documents.** In case of conflicts between the provisions in this Declaration and the Governing Documents this Declaration shall control.

25. **Effective Date of Declaration.** The effective date of this Declaration shall be the date of its recording in the Register's Office for **Sumner County**, Tennessee.

26. **Attorney's Certificate.** The attorney's opinion as required under the terms of Tennessee Code Annotated § 66-27-103 is attached hereto as **Exhibit F** and made a part hereof.

[ *Signature on Next Page* ]

IN WITNESS WHEREOF, the undersigned, being the owner of the Development Property to be subject hereto, has caused this Declaration to be duly executed as of the date set forth below.

**DECLARANT:**

**M/I Homes of Nashville, LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_

Print

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF Williamson )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John Henneberry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Area President ("Officer") of **M/I Homes of Nashville, LLC**, a Delaware limited liability company, the within named bargainer and that he/she as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing him/herself as such Officer.

Witness my hand and seal the 11<sup>th</sup> day of March, 2025.

Kylea Moore  
Notary Public

My Commission Expires: 3/3/26

## INDEX OF EXHIBITS

<u>Exhibit A</u>	Legal Description for Development Property
<u>Exhibit B-1</u>	Legal Description for SFD Property and Plat or similar illustration of the SFD Property
<u>Exhibit B-2</u>	Legal Description for Townhome Property and Site Plan for Townhome Property
<u>Exhibit C-1</u>	Charter of Bledsoe Springs Owners Association, Inc.
<u>Exhibit C-2</u>	Charter of Bledsoe Springs Townhome Owners Association, Inc.
<u>Exhibit D-1</u>	Bylaws of Bledsoe Springs Owners Association, Inc.
<u>Exhibit D-2</u>	Bylaws of Bledsoe Springs Townhome Owners Association, Inc.
<u>Exhibit E</u>	Unit / Plan Identification and Common Expense Allocation
<u>Exhibit F</u>	Attorney's Legal Opinion Letter

## **Exhibit A**

### **LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

#### **TRACT 1:**

The following described tract or parcel of land, situated in the 2nd Civil District of Sumner County, Tennessee, described as follows:

The property described herein is located in the 2nd Civil District of Sumner County, Tennessee; situated on the North side of Tennessee State Highway 25 (also known as Hartsville Pike) at the intersections with Robertson Road and Hillside Lane, being inside the City Limits of Gallatin, Tennessee, being Job Number 20061TB as described by a survey performed by Richard D. Graves, Tennessee Registered Land Surveyor Number 1628, on the 29th day of April, 2021 in detail as follows:

Beginning on a half inch iron re-bar set on the North right-of-way of Tennessee State Highway 25 (also known as Hartsville Pike), being set 60 feet from the center of said road, Southwest corner of Sunny Meade Subdivision, Section 1 (Plat Book 10 Page 9) and being the Southeast corner of the herein described tract, thence running with the North right-of-way of Hartsville Pike, North 87 degrees 10 minutes 06 seconds West 346.69 feet to a half inch iron re-bar set in the North right-of-way of Tennessee State Highway 25 (also known as Hartsville Pike), Southeast corner of Danny Sisco, et ux (Deed Book 484 Page 753), being set 60 feet from the center of said pike, thence leaving said Pike and running with the lines of Danny Sisco for the next two calls as follows: North 09 degrees 53 minutes 40 seconds East 628.34 feet to a cross tie corner post, thence North 82 degrees 52 minutes 01 seconds West 211.72 feet to a half inch iron pipe found by cross tie corner post, Northeast corner of James A. Brooks, et ux (Deed Book 263 Page 30), Northwest corner of Danny Sisco, thence running with the North line of Brooks North 83 degrees 28 minutes 23 seconds West 396.26 feet to a half inch iron pipe found by a cross tie corner post, Northeast corner of Lot 2 of Titus Johnson Subdivision (Plat Book 15 Page 252, owner Carlos Tellos Balderas, Record Book 4429 Page 490), and Northwest being corner of James A. Brooks, thence running with the North line of Lot 2, North 83 degrees 15 minutes 49 seconds West 194.21 feet to a half inch iron re-bar found, capped RLS 1571 by a broken wooden corner post, thence continuing to run with the line of Lot 2 and picking up with the line of Lot 1 of Titus Johnson Subdivision, South 09 degrees 21 minutes 28 seconds West 682.64 feet, (passing through a five eights inch iron re-bar found, capped Gregory at 225.01 feet, marking the corner of Lots 1 and 2) to a five eights inch iron re-bar found, capped Gregory on the North right of way of Tennessee State Highway 25 (also known as Hartsville Pike), being found 60 feet from the center of said pike, Southwest corner of Lot 1 of Titus Johnson Subdivision (Plat Book 15 Page 252, owner Jeffrey Glenn Ballenger and Robert Dison Ballenger-Record Book 3141 Page 697), thence leaving Lot 1 and running with the North right-of-way of Hartsville Pike for the next three calls as follows: North 87 degrees 10

minutes 06 seconds West 99.29 feet to a half inch iron re-bar set, thence North 02 degrees 49 minutes 54 seconds East 5.00 feet to a half inch iron re-bar set, thence North 87 degrees 10 minutes 06 seconds West 91.34 feet to a half inch iron re-bar set, being set 65 feet from the center of said pike, corner of Jere Belote, et ux (Deed Book 347 Page 349), thence running with the lines of Belote and picking up with James G. Alexander, et ux (Deed Book 437 Page 521) North 09 degrees 21 minutes 57 seconds East 686.96 feet (passing through a half inch iron re-bar found, capped RLS 1571 at 307.96 feet, the common corner of Belote and Alexander) to a half inch iron re-bar found, capped RLS 1571 by a metal fence post, corner of James G. Alexander, et ux (Deed Book 437 Page 521), thence continuing to run with Alexander for the next two calls as follows: North 82 degrees 38 minutes 55 seconds West 170.11 feet to a half inch iron re-bar found, capped RLS 1571, by a metal fence post, thence North 83 degrees 44 minutes 57 seconds West 89.35 feet (passing a half inch iron re-bar found, capped RLS 1571, by a wooden fence post at 72.43 feet) to a half inch iron re-bar found, capped RLS 2053, in the East right-of-way of CSX Railroad (formerly L and N Railroad), being found 33 feet from center of railroad right-of-way, corner of James G. Alexander, et ux, thence leaving Alexander and running with the East right-of-way of the L and N Railroad for the next three calls as follows: along a curve to the left having a delta of 1 degrees 31 minutes 01 seconds, a radius of 10,651.31 feet, a tangent of 141.02 feet, a chord of North 47 degrees 08 minutes 02 seconds East 282.01 feet, running along the curve for arc length of 282.02 feet to a half inch iron re-bar found, capped RLS 2053 at another curve to the left, having a delta of 3 degrees 27 minutes 59 seconds, a radius of 11,599.74 feet, a tangent of 351.00 feet, a chord of North 44 degrees 38 minutes 32 seconds East 701.67 feet miming along the curve for an arc length of 701.78 feet to a half inch iron re-bar found, capped RLS 2053, thence North 42 degrees 54 minutes 33 seconds East 1,696.90 feet to a half inch iron re-bar found, capped RLS 2053, corner of Lot 63 of Sunny Meade Subdivision, Section 6 (Plat Book 10 Page 271 ), thence running with the line of Lot 63, South 07 degrees 44 minutes 13 seconds West 45.75 feet to a half inch iron re-bar found, common corner of Lots 62 and 63, of Sunny Meade Subdivision, Section 6, thence running with the lines of Lots 62, 61, 60, and 59 of Sunny Meade Subdivision, Section 6, South 07 degrees 49 minutes 11 seconds West 536.17 feet (passing through a half inch iron re-bar found disturbed, at 122.34 feet, common corner of 61 and 62, a half inch iron re-bar found by a UBC box at 268.21 feet total, corner of lots 61 and 60, and a half inch iron re-bar found by a 14 inch cedar at 486.20 feet total, common corner of lots 60 and 59) to a half inch iron re-bar found disturbed, corner of Lot 185 of Sunny Meade Subdivision, Section 5 (Plat Book 10 Page 185) and Lot 59 of Sunny Meade Subdivision, Section 6 (Plat Book 10 Page 271), thence running with the West line of Lot 185 of Sunny Meade Subdivision, Section 5, and the West line of Lot 47 of Sunny Meade Subdivision, Section 3 (Plat Book 10 Page 63) South 09 degrees 07 minutes 11 seconds West 351.73 feet to a half inch iron re-bar found on the Northwest end of Valley Ridge Drive, thence running along the West end of Valley Ridge Drive and the West line of Lot 46 of Sunny Meade Subdivision, Section 3 (Plat Book 10 Page 63) South 08 degrees 53 minutes 04 seconds West 251.91 feet to a half inch iron re-bar set, common corner of Lots 46, 34, and 33 of Sunny Meade Subdivision, Section 3, thence miming with the West line of Lot 33, South 08 degrees 31 minutes 42 seconds West 225.80 feet to a half inch iron re-bar set by a 24 inch hackberry tree, corner of Lots 33 and 32 of Sunny Meade Subdivision, Section 3, thence running with the West line of Lot 32, South 08 degrees 06 minutes 02 seconds West

225.86 feet to a five eights inch iron re-bar found, corner of Lots 32 and 31 of Sunny Meade Subdivision, Section 3 and the Northwest corner of Lot 20 of Sunny Meade Subdivision, Section 1 (Plat Book 10 Page 9), thence running with the West lines of Lots 20, 19, and 18 of Sunny Meade Subdivision, Section 1 (Plat Book 10 Page 9) South 07 degrees 23 minutes 28 seconds West 451.75 feet (passing through a half inch iron re-bar found, capped Rainey, at 40.00 feet, common corner of Lots 20 and 19, and passing through a half inch iron re-bar found, capped Rainey, at 340.00 feet total, common corner of Lots 19 and 18) to a half inch iron re-bar found, common corner of Lot 18 and Lot 8 of Sunny Meade Subdivision, Section 1 (Plat Book 10 Page 9), thence running with the West line of Lot 8, South 07 degrees 17 minutes 21 seconds West 142.78 feet to a five eights inch iron re-bar found, corner of Lots 8 and 7 of Sunny Meade Subdivision, Section 1, thence running with the West lines of Lots 7 and 6, South 06 degrees 40 minutes 54 seconds West 308.12 feet (passing through a half inch iron re-bar found disturbed at 253.94 feet, common corner of Lots 7 and 6) to a five eights inch iron re-bar found, common corner of Lot 1 and Lot 6 of Sunny Meade Subdivision, Section 1 (Plat Book 10 Page 9), thence running with the West line of Lot 1, South 06 degrees 19 minutes 51 seconds West 200.32 feet (passing through a wooden corner post at 198.48 feet) to the beginning, containing 44.79 acres more or less.

Tract 2:

Being located in the 2nd Civil District, Sumner County, Tennessee, Southeast of Gateway Drive, and more particularly described as follows:

Beginning at an iron rod Southeast of Gateway Drive, same being the Northernmost corner of this property, the Easternmost corner of Tract No. 1 of the railroad property (2.06 acres as per survey of same date), and in the line of the City of Gallatin (Record Book 3983, Page 425 and Record Book 3043, Page 249, ROSCT); thence with line of City of Gallatin South 47 degrees 01 minutes 22 seconds East 33.02 feet to an iron rod; thence with line of Tommy Huston Porter and Jeffrey Todd Porter (Record Book 3638, Page 465 and Record Book 3638, Page 462, ROSCT) South 41 degrees 25 minutes 12 seconds West 1696.90 feet to an iron rod, same being point of curvature of a curve proceeding clockwise, having a deflection angle of 03 degrees 27 minutes 59 seconds, a radius of 11,599.74 feet, a tangent length of 351.00 feet, and a chord of South 43 degrees 09 minutes 11 seconds West 701.67 feet; thence along said curve an arc length of 701.78 feet to an iron rod, same being point of curvature of a curve proceeding clockwise, having a deflection angle of 01 degrees 31 minutes 09 seconds, a radius of 10,651.31 feet, a tangent length of 141.21 feet, and a chord of South 45 degrees 38 minutes 45 seconds West 282.40 feet; thence along said curve an arc length of 282.41 feet to an iron rod; thence with line of James G. Alexander (Record Book 1892, Page 265, ROSCT) North 86 degrees 26 minutes 42 seconds West 45.08 feet to an iron rod; thence with line of said Tract No. 1 along a curve proceeding counter-clockwise, having a deflection angle of 01 degrees 41 minutes 04 seconds, a radius of 10,618.31 feet, a tangent length of 156.10 feet, and a chord of North 45 degrees 43 minutes 43 seconds East 312.17 feet; thence along said curve an arc length of 312.18 feet to an iron

43 seconds East 312.17 feet; thence along said curve an arc length of 312.18 feet to an iron rod, same being point of curvature of a curve proceeding counter-clockwise, having a deflection angle of 03 degrees 27 minutes 59 seconds, a radius of 11,566.74 feet, a tangent length of 350.00 feet, and a chord of North 43 degrees 09 minutes 11 seconds East 699.68 feet; thence along said curve an arc length of 697.78 feet to an iron rod; thence North 41 degrees 25 minutes 11 seconds East 1697.79 feet to the point of beginning containing 2.04 acres more or less by survey by Jim Carman, Registered Land Surveyor, Tennessee

Number 2053, address 150 Middle Fork Road, Hartsville, Tennessee, 37074, dated March 23, 2020.

Being the East 33 feet of the former corridor of rail road shown as Parcel No. 7 on the Louisville and Nashville Railroad Company Right of way and Tract Maps, Scottsville Branch V.9/2(v11477) and a portion of Parcel No.1 on V.9/3 (v11478), both of which are dated June 30, 1917.

On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

The above described tract being the same property conveyed to Tommy Porter and Jeff Porter by deed from CSX Transportation, Inc. of record in Record 5469, Page 20, in the Register's Office of Sumner County, Tennessee.

Being the same property conveyed to Tennessee Construction Associates, LLC by Quitclaim deed from Tommy Porter and Jeff Porter of record in Book 5608, page 487, Register's Office for Sumner County, Tennessee, dated 5/26/2021 and recorded on 5/27/2021.

Tracts 1 and 2:

Being the same property conveyed to Bledsoe Springs Group, LLC by Warranty deed from Tennessee Construction Associates, LLC of record in Book 6038, page 775, Register's Office for Sumner County, Tennessee, dated 9/15/2022 and recorded on 9/23/2022.

Being the same property conveyed to 1391HP, LLC by Warranty deed from Bledsoe Springs Group, LLC of record in Book 6176, page 740, Register's Office for Sumner County, Tennessee, dated 6/01/2023 and recorded on 6/07/2023.



And being the same property conveyed to M/I Homes of Nashville, LLC by deed from 1391HP, LLC, of record in Book 6177, Page 166, Register's Office for Sumner County, Tennessee recorded on June 7, 2023.

Tract 3:

**A certain tract or parcel of land in Sumner County, Tennessee, described as follows to-wit:**

**Being property situated along the Northerly margin of Hartsville Pike (State Highway 25) in the 2nd Civil District of Sumner County, Tennessee. Said property being known as Job No. 210047 and more particularly described to a survey made by Vester Land Surveying on August 24, 2021 as follows:**

**Beginning at an iron pin in the Northerly margin of Hartsville Pike (State Highway 25). Said pin being Southernmost East corner of the herein described tract and the Southwest corner of the property conveyed to John. N. Alexander and Betty J. Alexander by deed of record in Record Book 3924, Page 723, R.O.S.C., TN. Thence with the margin of said road North 87 degrees 12 minutes 06 seconds West a distance of 50.31' to an iron pin; Thence leaving the margin of said road with the line of Lot 1 of record in Plat Book 26, Page 113, R.O.S.C., TN. and conveyed to Usha N. Patel by deed of record in Record Book 4775, Page 640, R.O.S.C., TN. North 09 degrees 07 minutes 53 seconds East a distance of 499.20' to an iron pin; Thence with the line of the property conveyed to Wells Real Estate, LLC and the Northerly margin of the abandoned CSX Railroad and with a curve turning to the left with an arc length of 306.38', with a radius of 9339.86', with a chord bearing of North 48 degrees 41 minutes 18 seconds East , with a chord length of 306.37', to an iron pin old; Thence leaving Wells Real Estate, LLC South 86 degrees 19 minutes 46 seconds East a distance of 47.42' to an iron pin old in the center of the abandoned railroad; Thence South 83 degrees 25 minutes 23 seconds East a distance of 42.80' to an iron pin old; Thence with the line of the property conveyed to Tommy Huston Porter and Jeffery Todd Porter by deed of record in Record Book 3638, Page 465, R.O.S.C., TN. South 83 degrees 58 minutes 09 seconds East a distance of 89.49' to an iron pin old; Thence South 82 degrees 49 minutes 35 seconds East a distance of 170.17' to an iron pin old; Thence South 09 degrees 25 minutes 26 seconds West a distance of 379.47' to an iron pin old; Thence with the line of the property conveyed to Jerc Belote and Kathaleen Johnson Belote by deed of record in Deed Book 347, Page 349, R.O.S.C., TN. North 84 degrees 53 minutes 19 seconds West a distance of 273.55' to an iron pin; Thence South 06 degrees 55 minutes 26 seconds West a distance of 104.00' to an iron in old; Thence North 81 degrees 14 minutes 11 seconds West a distance of 70.13' to an iron pin old; Thence with the line of the property conveyed to the aforementioned Alexander North 83 degrees 45 minutes 48 seconds West a distance of 94.21' to an iron pin; Thence North 79 degrees 51 minutes 54 seconds West a distance of 14.93' to an iron pin old; Thence North 05 degrees 59 minutes 43 seconds East a distance of 9.16' to an iron pin old; Thence North 82 degrees 28 minutes 12 seconds West a distance of 43.10' to a wood post; Thence South 09 degrees 21 minutes 12 seconds West a distance of 247.36' to the point of beginning. Containing 5.18 acres more or less.**

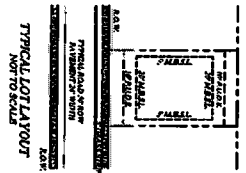
**Being the same property conveyed to 1391 HP LLC, a Tennessee Limited Liability Company, by Warranty Deed from James G. Alexander, unmarried, of record in Record Book 5717, Page 547, Register's Office for Sumner County, Tennessee, dated September 14, 2021 and recorded on September 15, 2021.**

Tract 3:

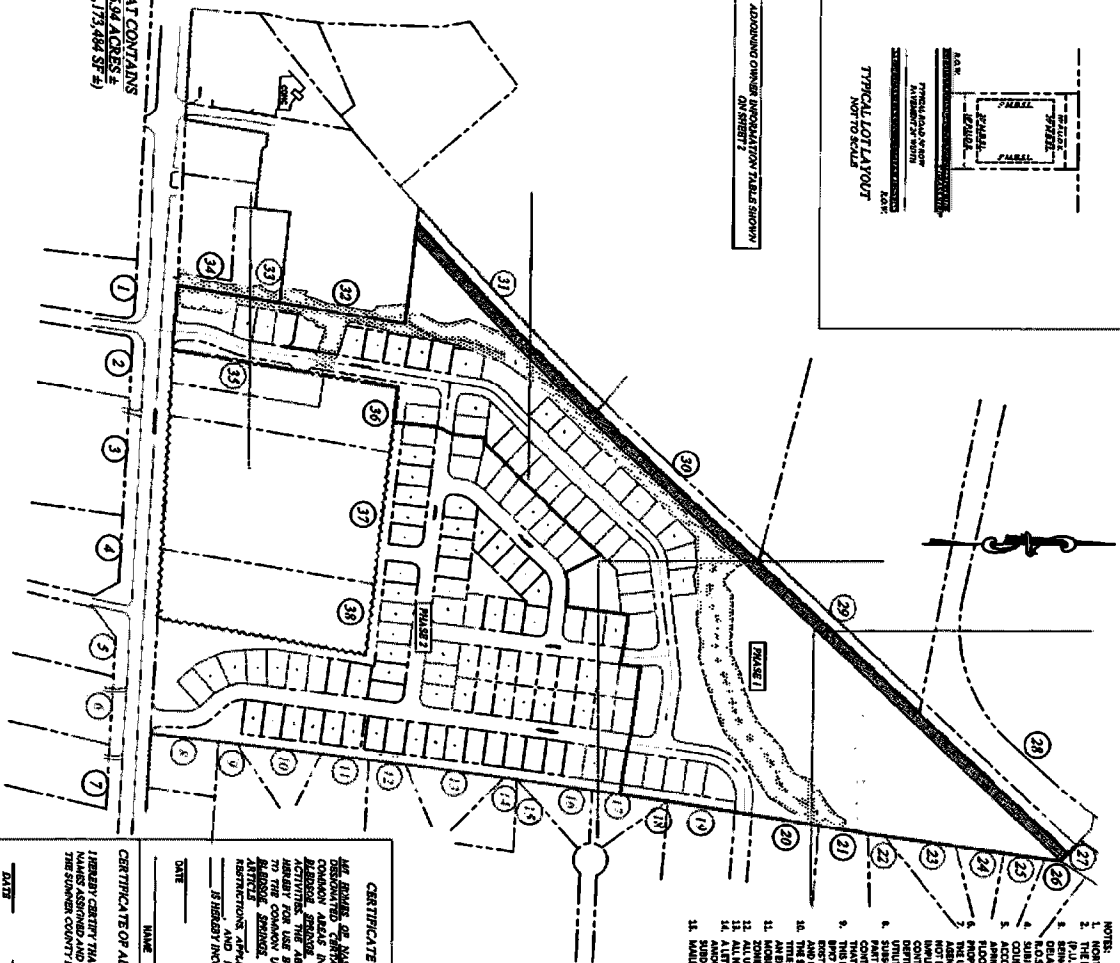
And being the same property conveyed to M/I Homes of Nashville, LLC by deed from 1391HP, LLC, of record in Book 6480, Page 819, Register's Office for Sumner County, Tennessee recorded on November 7, 2024.

**Exhibit B-1**

**PLAT FOR SINGLE FAMILY DETACHED LOTS**



**TYPICAL LOT LAYOUT  
NOT TO SCALE**



- [illegible]

**CERTIFICATE OF COMMON AREAS DEDICATION**

THE ABOVE COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO BURGESS SPENDING MONIES, DATED 1/1/80, AND RECORDED WITH THIS PLAT, SHALL BE DEEMED TO HAVE BEEN INCORPORATED AND MADE A PART OF THIS PLAT.

TYPICAL OF ADDRESSES AND STREET NAMES	
NAME	TITLE
DATE	MAJESTIC OF MARYVILLE

<u>DATE</u>	<u>ACBOD REPRESENTATIVE</u>
-------------	-----------------------------

**CERTIFICATE OF THE APPROVAL OR  
SURETY FOR COMPLETION OF ROADS**

HEREBY CERTIFY: (1) THAT ALL ROADS ON THIS FINAL RIDE/SURVEY PLAN HAVE BEEN INSTALLED IN AN ACCEPTED MANNER AND ACCORDING TO THE SPECIFICATIONS OF GALATIN MINERAL SUBDIVISION REGULATIONS, OR (2) THAT A PERFORMANCE SURETY HAS BEEN POSTED TO THE PLANNING COMMISSION TO ASSURE COMPLETION OF REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE: \_\_\_\_\_

ELC UTILITIES	CITY OF BIRMINGHAM
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Planning Department  
Approved  
03/04/2025 Kimberly Alise

**SITE** →

**JURISDICTIONAL NOTES:**  
1. NO OBSTRUCTIONS OR  
STOPS: 4778 SWATT

- [illegible]

**SUBD-2024-0525**

## FINAL PLAY BLEDSOE SPRINGS PHASE I

PROPERTY SITUATED ALONG THE NORTHERN MARSH  
OF HARTSVILLE PIKE (S.R. 25)  
GALLATIN, SUMNER COUNTY, TENNESSEE

**OWNER:**  
**MI HOMES OF NASHVILLE, LLC**  
**4131 WORTH AVE**  
**COLUMBIAS, GE 31919**

**DATE: MARCH 4, 2025**

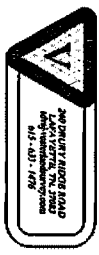
CERTIFICATE OF APPROVAL  
FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE GAZETTEMENTAL SUBDIVISION REGULATIONS, WITH THE EXTENSION OF SUCH REGULATIONS, IF ANY, AS ARE NOTED IN THE MARGINS OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTRAR.

**DATE**

**SECRETARY, PLANNING COMMISSION**

DATE	CHAIRMAN'S INITIALS
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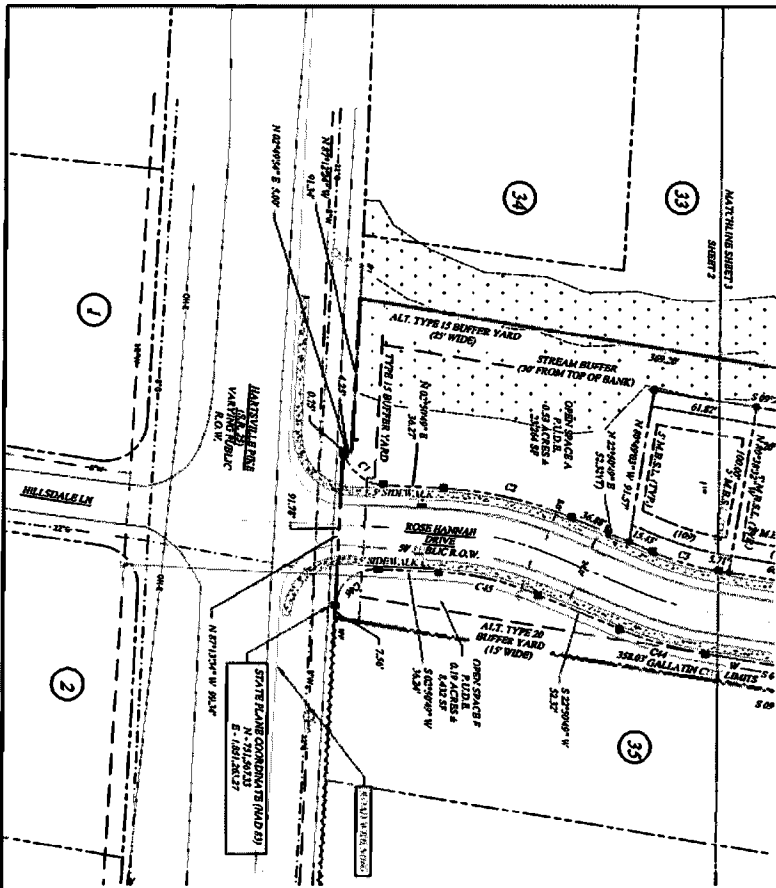


[illegible]

	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
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TRAC	NAME	NAME	OWNER
1	117	117	CONCRETE INDUSTRIES, INC.
2	118	118	CONCRETE INDUSTRIES, INC.
3	119	119	CONCRETE INDUSTRIES, INC.
4	120	120	CONCRETE INDUSTRIES, INC.
5	121	121	CONCRETE INDUSTRIES, INC.
6	122	122	CONCRETE INDUSTRIES, INC.
7	123	123	CONCRETE INDUSTRIES, INC.
8	124	124	CONCRETE INDUSTRIES, INC.
9	125	125	CONCRETE INDUSTRIES, INC.
10	126	126	CONCRETE INDUSTRIES, INC.
11	127	127	CONCRETE INDUSTRIES, INC.
12	128	128	CONCRETE INDUSTRIES, INC.
13	129	129	CONCRETE INDUSTRIES, INC.
14	130	130	CONCRETE INDUSTRIES, INC.
15	131	131	CONCRETE INDUSTRIES, INC.
16	132	132	CONCRETE INDUSTRIES, INC.
17	133	133	CONCRETE INDUSTRIES, INC.
18	134	134	CONCRETE INDUSTRIES, INC.
19	135	135	CONCRETE INDUSTRIES, INC.
20	136	136	CONCRETE INDUSTRIES, INC.
21	137	137	CONCRETE INDUSTRIES, INC.
22	138	138	CONCRETE INDUSTRIES, INC.
23	139	139	CONCRETE INDUSTRIES, INC.
24	140	140	CONCRETE INDUSTRIES, INC.
25	141	141	CONCRETE INDUSTRIES, INC.
26	142	142	CONCRETE INDUSTRIES, INC.
27	143	143	CONCRETE INDUSTRIES, INC.
28	144	144	CONCRETE INDUSTRIES, INC.
29	145	145	CONCRETE INDUSTRIES, INC.
30	146	146	CONCRETE INDUSTRIES, INC.
31	147	147	CONCRETE INDUSTRIES, INC.
32	148	148	CONCRETE INDUSTRIES, INC.
33	149	149	CONCRETE INDUSTRIES, INC.
34	150	150	CONCRETE INDUSTRIES, INC.
35	151	151	CONCRETE INDUSTRIES, INC.
36	152	152	CONCRETE INDUSTRIES, INC.
37	153	153	CONCRETE INDUSTRIES, INC.
38	154	154	CONCRETE INDUSTRIES, INC.
39	155	155	CONCRETE INDUSTRIES, INC.
40	156	156	CONCRETE INDUSTRIES, INC.
41	157	157	CONCRETE INDUSTRIES, INC.
42	158	158	CONCRETE INDUSTRIES, INC.
43	159	159	CONCRETE INDUSTRIES, INC.
44	160	160	CONCRETE INDUSTRIES, INC.
45	161	161	CONCRETE INDUSTRIES, INC.
46	162	162	CONCRETE INDUSTRIES, INC.
47	163	163	CONCRETE INDUSTRIES, INC.
48	164	164	CONCRETE INDUSTRIES, INC.
49	165	165	CONCRETE INDUSTRIES, INC.
50	166	166	CONCRETE INDUSTRIES, INC.
51	167	167	CONCRETE INDUSTRIES, INC.
52	168	168	CONCRETE INDUSTRIES, INC.
53	169	169	CONCRETE INDUSTRIES, INC.
54	170	170	CONCRETE INDUSTRIES, INC.
55	171	171	CONCRETE INDUSTRIES, INC.
56	172	172	CONCRETE INDUSTRIES, INC.
57	173	173	CONCRETE INDUSTRIES, INC.
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59	175	175	CONCRETE INDUSTRIES, INC.
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62	178	178	CONCRETE INDUSTRIES, INC.
63	179	179	CONCRETE INDUSTRIES, INC.
64	180	180	CONCRETE INDUSTRIES, INC.
65	181	181	CONCRETE INDUSTRIES, INC.
66	182	182	CONCRETE INDUSTRIES, INC.
67	183	183	CONCRETE INDUSTRIES, INC.
68	184	184	CONCRETE INDUSTRIES, INC.
69	185	185	CONCRETE INDUSTRIES, INC.
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72	188	188	CONCRETE INDUSTRIES, INC.
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76	192	192	CONCRETE INDUSTRIES, INC.
77	193	193	CONCRETE INDUSTRIES, INC.
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79	195	195	CONCRETE INDUSTRIES, INC.
80	196	196	CONCRETE INDUSTRIES, INC.
81	197	197	CONCRETE INDUSTRIES, INC.
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84	200	200	CONCRETE INDUSTRIES, INC.
85	201	201	CONCRETE INDUSTRIES, INC.
86	202	202	CONCRETE INDUSTRIES, INC.
87	203	203	CONCRETE INDUSTRIES, INC.
88	204	204	CONCRETE INDUSTRIES, INC.
89	205	205	CONCRETE INDUSTRIES, INC.
90	206	206	CONCRETE INDUSTRIES, INC.
91	207	207	CONCRETE INDUSTRIES, INC.
92	208	208	CONCRETE INDUSTRIES, INC.
93	209	209	CONCRETE INDUSTRIES, INC.
94	210	210	CONCRETE INDUSTRIES, INC.
95	211	211	CONCRETE INDUSTRIES, INC.
96	212	212	CONCRETE INDUSTRIES, INC.
97	213	213	CONCRETE INDUSTRIES, INC.
98	214	214	CONCRETE INDUSTRIES, INC.
99	215	215	CONCRETE INDUSTRIES, INC.

TEAM OWNER TABLE					
TEAM BOOK		RECORD BOOK		ZOVING	
PL	TR	LOTT	PL	TR	PL
1	176	1	101	1	101
2	177	2	102	2	102
3	178	3	103	3	103
4	179	4	104	4	104
5	180	5	105	5	105
6	181	6	106	6	106
7	182	7	107	7	107
8	183	8	108	8	108
9	184	9	109	9	109
10	185	10	110	10	110
11	186	11	111	11	111
12	187	12	112	12	112
13	188	13	113	13	113
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15	190	15	115	15	115
16	191	16	116	16	116
17	192	17	117	17	117
18	193	18	118	18	118
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23	198	23	123	23	123
24	199	24	124	24	124
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46	221	46	146	46	146
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64	239	64	164	64	164
65	240	65	165	65	165
66	241	66	166	66	166
67	242	67	167	67	167
68	243	68	168	68	168
69	244	69	169	69	169
70					



OPEN SPACE		ACRES		WATER	
A	0.13 AC.	23.36 S.F.			
B	1.61 AC.	00.17 S.F.			
C	0.34 AC.	1.80 S.F.			
D	0.50 AC.	21.50 S.F.			
E	0.20 AC.	71.00 S.F.			
F	0.19 AC.	5.21 S.F.			
TOTAL	1.73 AC.	70.17 S.F.			



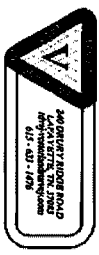
- | LEGEND |                                      |
|--------|--------------------------------------|
| □      | CAMP                                 |
| ■      | CONCRETE MONUMENT (SET)              |
| ■      | CAS                                  |
| ▲      | 1/2" (30) REBAR (FOOTED)             |
| ▼      | 1/2" (30) REBAR (W/RT)               |
| ●      | RED C&P (44) VESTER (SET)            |
| ●      | PK (44) (FOOTED)                     |
| ●      | PK (44) (SET)                        |
| ◆      | BENCHMARK                            |
| FILE   | PUBLIC UTILITY & DRAINAGE ASSESSMENT |
| M.S.L. | MEAN SEA LEVEL                       |
| E.O.V. | EXISTING SURFACE                     |
| ~~~~~  | CLIMATE                              |
| -----  | PROPOSED LINE                        |
| -----  | STRUCTURE / ROAD                     |
| -----  | ASSESSMENT                           |
| -----  | DOOR OF FURNITURE                    |
| -----  | SAFETY SETTING LANS                  |
| -----  | WATER LINE                           |
| -----  | STORM SEWER                          |
| -----  | GAS LANS                             |
| -----  | OVERHEAD UTILITY LANS                |
| -----  | UNDERGROUND UTILITY LANS             |
| -----  | FENCE                                |
| -----  | TRAIL LANS                           |
| ○      | UTILITY POLE                         |
| ⬇      | UTILITY POLE W/ LIGHT                |
| ⬇      | OUT ANCHOR                           |
| ○      | LIGHT POLE                           |
| □      | ELECTRICAL TRANSFORMER               |
| □      | ELECTRICAL VAULT                     |
| □      | COMMUNICATIONS VAULT                 |
| □      | COMMUNICATIONS FIBER OPT. VAULT      |
| □      | SAFETY SETTING MARKER                |
| □      | WATER METER                          |
| □      | WATER VALVE                          |
| □      | BLOW OFF VALVE                       |
| □      | FREE HYDRANT                         |
| □      | GAS METER                            |
| □      | GAS VALVE                            |
| □      | STORM MANHOLE                        |

**FINAL PLAT  
BLEDSOE SPRINGS PHASE I**  
PROPERTY SITUATED ALONG THE NORTHERN MARSH  
OF HARTSVILLE POND (S.E. 25)  
CALLAWAY SUMNER COUNTY, TENNESSEE

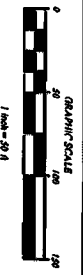
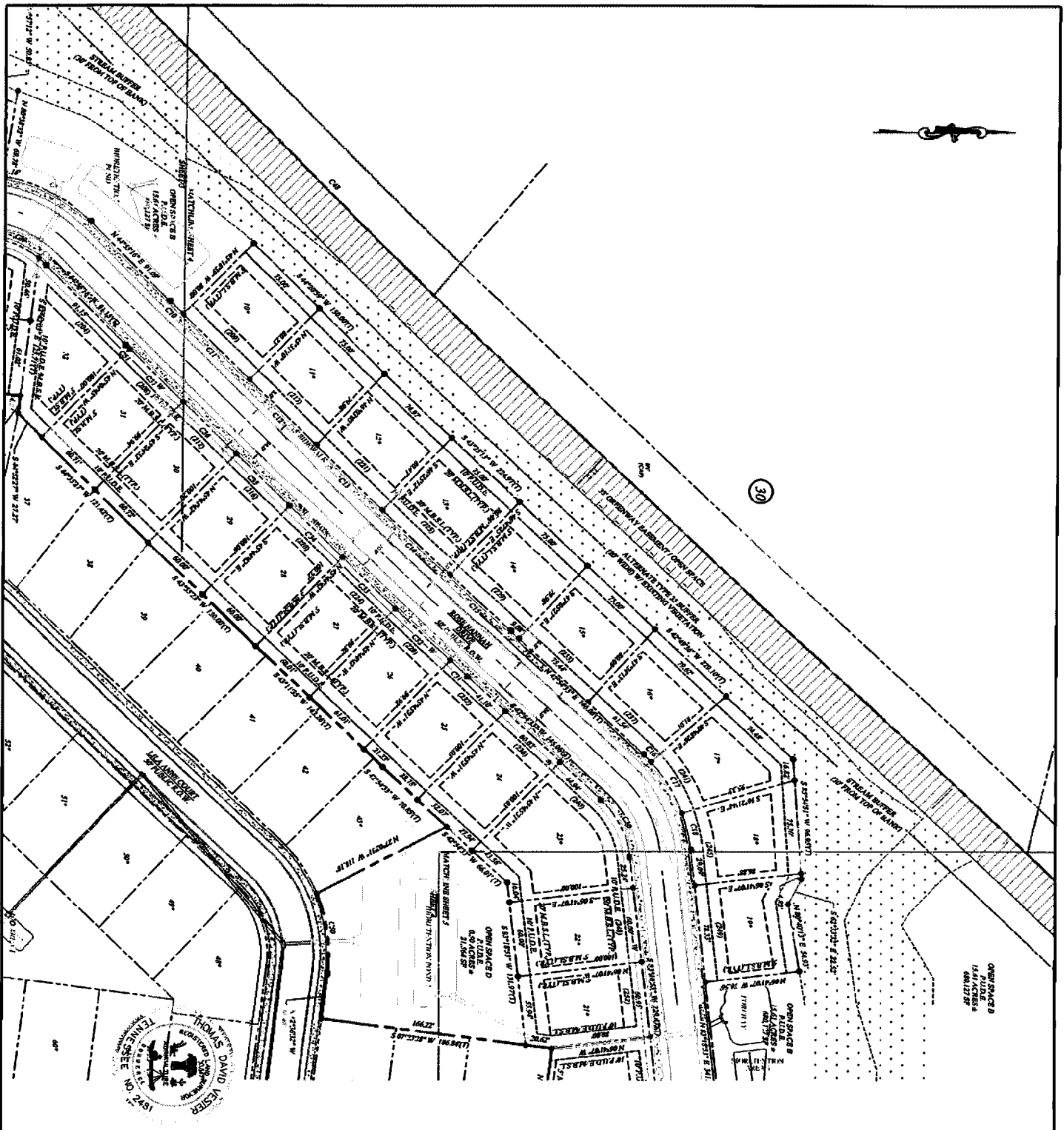
OWNER:  
MT HOMES OF NASHVILLE, LLC  
4131 WORTH AVE.  
COLUMBUS, OH 43219

PROPERTY ADDRESS:  
1605 HARTSVILLE PIKE  
GALLATIN, TN 37066

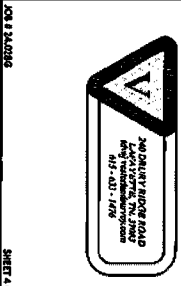
DATE: MARCH 4, 2015







- LEGEND**
- C&P CONCRETE MONUMENT (ROUND)
  - C&P CONCRETE MONUMENT (SPT)
  - IFF 1/4\"/>



**FINAL PLAT**  
**BLED SOE SPRINGS PHASE I**  
 PROPERTY SITUATED ALONG THE NORTHERN MARION  
 COUNTY ROAD 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.







**Exhibit B-2**

**LEGAL DESCRIPTION - SITE PLAN / FLOOR PLANS FOR TOWNHOMES**

Tract 3:

A certain tract or parcel of land in Sumner County, Tennessee, described as follows to-wit:

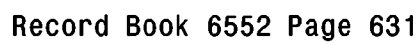
Being property situated along the Northerly margin of Hartsville Pike (State Highway 25) in the 2nd Civil District of Sumner County, Tennessee. Said property being known as Job No. 210047 and more particularly described to a survey made by Vester Land Surveying on August 24, 2021 as follows:

Beginning at an iron pin in the Northerly margin of Hartsville Pike (State Highway 25). Said pin being Southernmost East corner of the herein described tract and the Southwest corner of the property conveyed to John. N. Alexander and Betty J. Alexander by deed of record in Record Book 3924, Page 723, R.O.S.C., TN. Thence with the margin of said road North 87 degrees 12 minutes 06 seconds West a distance of 50.31' to an iron pin; Thence leaving the margin of said road with the line of Lot 1 of record in Plat Book 26, Page 113, R.O.S.C., TN. and conveyed to Usha N. Patel by deed of record in Record Book 4775, Page 640, R.O.S.C., TN. North 09 degrees 07 minutes 53 seconds East a distance of 499.20' to an iron pin; Thence with the line of the property conveyed to Wells Real Estate, LLC and the Northerly margin of the abandoned CSX Railroad and with a curve turning to the left with an arc length of 306.38', with a radius of 9339.86', with a chord bearing of North 48 degrees 41 minutes 18 seconds East, with a chord length of 306.37', to an iron pin old; Thence leaving Wells Real Estate, LLC South 86 degrees 19 minutes 46 seconds East a distance of 47.42' to an iron pin old in the center of the abandoned railroad; Thence South 83 degrees 25 minutes 23 seconds East a distance of 42.80' to an iron pin old; Thence with the line of the property conveyed to Tommy Huston Porter and Jeffery Todd Porter by deed of record in Record Book 3638, Page 465, R.O.S.C., TN. South 83 degrees 58 minutes 09 seconds East a distance of 89.49' to an iron pin old; Thence South 82 degrees 49 minutes 35 seconds East a distance of 170.17' to an iron pin old; Thence South 09 degrees 25 minutes 26 seconds West a distance of 379.47' to an iron pin old; Thence with the line of the property conveyed to Jere Belote and Kathaleen Johnson Belote by deed of record in Deed Book 347, Page 349, R.O.S.C., TN. North 84 degrees 53 minutes 19 seconds West a distance of 273.55' to an iron pin; Thence South 06 degrees 55 minutes 26 seconds West a distance of 104.00' to an iron in old; Thence North 81 degrees 14 minutes 11 seconds West a distance of 70.13' to an iron pin old; Thence with the line of the property conveyed to the aforementioned Alexander North 83 degrees 45 minutes 48 seconds West a distance of 94.21' to an iron pin; Thence North 79 degrees 51 minutes 54 seconds West a distance of 14.93' to an iron pin old; Thence North 05 degrees 59 minutes 43 seconds East a distance of 9.16' to an iron pin old; Thence North 82 degrees 28 minutes 12 seconds West a distance of 43.10' to a wood post; Thence South 09 degrees 21 minutes 12 seconds West a distance of 247.36' to the point of beginning. Containing 5.18 acres more or less.

**Being the same property conveyed to 1391 HP LLC, a Tennessee Limited Liability Company, by Warranty Deed from James G. Alexander, unmarried, of record in Record Book 5717, Page 547, Register's Office for Sumner County, Tennessee, dated September 14, 2021 and recorded on September 15, 2021.**

Tract 3:

And being the same property conveyed to M/I Homes of Nashville, LLC by deed from 1391HP, LLC, of record in Book 6480, Page 819, Register's Office for Sumner County, Tennessee recorded on November 7, 2024.



## Exhibit C-1

Tracking Number  
B2025067271



Tre Hargett  
Secretary of State

## Charter Nonprofit Corporation

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2286

sos.tn.gov/businesses

Control #: 002005638

Filed: 03/11/2025 09:39 AM

Tre Hargett  
Secretary of State

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### Entity Information

---

**Entity Name:** BLEDSOE SPRINGS OWNERS ASSOCIATION, INC.

**Entity Type:** Nonprofit Corporation

**Fiscal Year Ending Month:** December

**Additional Designation:** (No additional designation)

**Principal Office Address**

725 Cool Springs Blvd Ste 180  
Franklin, TN 37067  
Williamson County, USA

**Mailing Address**

725 Cool Springs Blvd Ste 180  
Franklin, TN 37067  
Williamson County, USA

**Will this filing have a delayed effective date?**

☐ Yes ☒ No

**Period of Duration:**

Perpetual

**Nature of Business (NAICS):**

813990 - Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)

**This corporation is a:**

☐ Public Benefit Corporation ☒ Mutual Benefit Corporation  
☐ Religious Corporation ☒ Not Religious Corporation

**This corporation will:**

☒ Have Members ☐ Not Have Members

**Provisions regarding the distribution of assets upon dissolution:**

To the members prorata.

**Other Provisions:**

(No other provisions)

**Do you have additional uploads you would like to attach to this filing?**

☐ Yes ☒ No

---

### Incorporators

---

KAYLEE HARMON  
725 Cool Springs Blvd Ste 180  
Franklin, TN 37067, USA

---

## Registered Agent Information

---

MI HOMES OF NASHVILLE, LLC  
725 COOL SPRINGS BLVD 180  
FRANKLIN, TN 37067

---

## Incorporator's Signature

---

☒ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

☒ The undersigned, acting as incorporator of the nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the above Articles of Incorporation.

**Signed Electronically:** KAYLEE HARMON

**Date:** 03/11/2025

## Exhibit C-2

Tracking Number  
B2025067344



Tre Hargett  
Secretary of State

## Charter Nonprofit Corporation

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2286

sos.tn.gov/businesses

montrol #: YY2YY5641

FileU: Y3/11/2Y25 Y(:45 Ap

Tre Cargett

Secretary of State

---

## Entity Information

---

**Entity Name:** BLEDSOE SPRINGS TOWNCOp ES OWNERS ASSOmIATION, INm.

**Entity Type:** Nondrofit mordoration

**Fiscal Year Ending Month:** Dece0 ber

**Additional Designation:** (No additional designation)

**Principal Office Address**

725 mool Sdrings BlvUSte 18Y

Franklin, TN 37Y67

Willia0 son mouny, 9 SA

**Mailing Address**

725 mool Sdrings BlvUSte 18Y

Franklin, TN 37Y67

Willia0 son mouny, 9 SA

**Will this filing have a delayed effective date?**

☐ zes ☒ No

**Period of Duration:**

Perdetual

**Nature of Business (NAICS):**

813( ( Y - Other Si0 ilar Organixations )eMedt Business, Professional, Labor, anUPolitical OrganixationsH

**This corporation is a:**

☐ Public Benefit mordoration ☒ p utual Benefit mordoration

☐ Religious mordoration ☒ Not Religious mordoration

**This corporation will:**

☒ Cave p e0 bers ☐ Not Cave p e0 bers

**Provisions regarding the distribution of assets upon dissolution:**

To the 0 e0 bers drorata.

**Other Provisions:**

(No other provisions)

**Do you have aUditional udloaUs you woulUIlike to attach to this filing?**

☐ zes ☒ No

---

## Incorporators

---

KAz LEE CARp ON

725 mool Sdrings BlvUSte 18Y

Franklin, TN 37Y67, 9 SA

---

## Registered Agent Information

---

p /l COp ES OF NASCVILLE, LLm  
725 mOOL SPRINGS BLVD 18Y  
FRANKLIN, TN 37Y67

---

## Incorporator's Signature

---

☒ By entering 0 y na0 e in the sdace droviUeU below, I certify that I a0 authorixeU to file this Ubcu0 ent on behalf of this entity, have eMa0 ineU the Ubcu0 ent anU, to the best of 0 y knowleUge anU belief, it is true, correct anU co0 dlete as of this Uay.

☒ The unUersigneU, acting as incordorator of the nondrofit cordoration unUer the drovisions of the Tennessee Nondrofit mordoration Act, aUbdt the above Articles of Incordoration.

**Signed Electronically:** KAz LEE CARp ON

**Date:** Y3/11/2Y25



## **Exhibit D-1**

### **BY-LAWS OF BLEDSON SPRINGS OWNERS ASSOCIATION, INC.**

#### **Article I DEFINITIONS**

The words defined in the Declaration of Covenants, Conditions, and Restrictions for Bledson Springs and for Bledson Springs Townhomes of Record in the Register's Office for Sumner County, Tennessee shall have the same meaning herein.

#### **Article II NAME AND OFFICES**

1. **Name.** The name of the Association for all of the Owners of a Lot or Lots and/or a Unit or Units within the Development Property shall be Bledson Springs Owners Association, Inc.
2. **Registered Office and Agent.** The street address, county, and zip code of the Association's initial registered office is: c/o M/I Homes of Nashville, LLC, 725 Cool Springs Blvd., 180, Franklin, TN 37067 Attn: Kaylee Harmon, kharmon@mihomes.com, as may be relocated by the Board from time to time. The name of the initial registered agent of the Association is Kaylee Harmon, who may be located at the registered office.
3. **Other Offices.** The Association may also have offices at such other places both within and outside the State of Tennessee as the Board may from time to time determine or the business of the Association may require.

#### **Article III MEMBERS AND MEMBERSHIP PRIVILEGES**

1. **Eligibility and Membership.** The Members of the Association shall consist of the Owners of the Lots and the Units within the Development Property. If an Owner is a trust, then the Member shall be a beneficiary of such trust; and if an Owner or such a beneficiary is a corporation or partnership, the Member may be an officer, partner, or employee of such Owner or beneficiary. No Member shall be required to pay any consideration whatsoever solely for membership in the Association.
2. **Succession.** The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer, or other disposition of his ownership interest in the Development Property, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

#### **Article IV MEETINGS OF MEMBERS**

1. **Annual Meetings.** The first regular annual meeting of the Members may be held, subject to the terms hereof on any day, at the option of the Board; provided, however, that the first annual meeting

shall be held not later than sixty (60) after the expiration of the Appointment Period under the Declaration or such earlier date if necessary to comply with applicable laws. Each subsequent regular annual meeting of the Members shall be held within twenty-five (25) days of the anniversary of the first regular annual meeting each year thereafter at such time as set by the Board.

2. **Special Meeting.** Following the Appointment Period, special meetings of the Members, for any purpose or purposes, may be called by the president, a majority of the Board, or by Members having not less than sixty-seven percent (67%) of the total Vote entitled to be cast at such meeting, except as otherwise required by Tennessee statute, the Declaration, or these By-Laws. Business transacted at all special meetings shall be confined to the business stated in the notice of such meeting. During the Appointment Period, special meetings of the Members, for any purpose or purposes, may only be called by the Declarant.

3. **Place and Time of Meetings.** Meetings of the Members of the Association may be held at a place and at such time to be determined by the Board within the County in which the Development Property is located. Meetings may be held electronically / virtually.

4. **Notice.** By or at the direction of the Declarant, the president, the secretary, or the officer or Person authorized to call the meeting, written notice shall be sent to every Member of the Association by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, or facsimile or electronic transmission to the address or other contact information provided to the Board by the Owner or in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Lot not less than ten (10) nor more than sixty (60) days prior to the date of such meeting. Said notice shall state the place, day, and hour of the meeting and in the case of a special meeting, the purpose(s) for which the meeting is called.

5. **Adjournment of Meetings.** If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the previously adjourned meeting shall be on the agenda for said meeting. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

6. **Quorum.** The presence in person or by proxy of at least thirty percent (30%) of the Votes of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If a quorum is not present and the meeting is adjourned as set forth herein, then at the subsequent meeting the required quorum shall be reduced to fifteen percent (15%) of the Votes of the Members.

7. **Majority Vote; Withdrawal of Quorum.** When a quorum is present at any meeting, the majority Vote of Members present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable Tennessee statute, the Declaration, or these By-Laws, a different Vote is required, in which case such express provision shall govern and control the decision of such question.

8. **Method of Voting; Proxies.** Each Member shall be one (1) Vote each Lot owned by such Member as further provided in the Declaration; provided, however, during the Appointment Period, the Declarant, its successors and assigns, shall have one (1) Vote for each Lot owned by the Declarant plus four (4) Votes of each Lot owned by any Person who is not the Declarant. Votes may be cast by electronic ballot. The Vote of each Member may only be cast by such Member or by a proxy duly executed and given by such Member to his authorized representative as set forth on such proxy. No proxy shall be valid for more than one meeting (unless otherwise stated on such proxy) and shall bear the signature of the Member making the proxy, the date of the meeting (or meetings) to which the proxy relates, and the name of the authorized representative to Vote on behalf of the Member. Such proxy may not be revoked except by actual written notice to the Person presiding over the meeting for which the proxy relates. Proxies shall be filed with the secretary prior to or at the time of the meeting. If title to any property ownership interest in a Lot or Unit of the Development Property entitling the Member to Voting rights as provided in the Declaration is in the name of two or more Persons as co-owners, all such Persons shall be Members of the Association and referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member as provided in the Declaration at any meeting of the Members of the Association, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote is to be cast (in person or by proxy). In the event of disagreement among such Joint Member to cast a Vote, such Joint Member shall not be recognized, and such Vote shall not be counted.

9. **Conduct of Meetings.** The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meeting and record in the official records of the Association all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

10. **Action Taken Without a Meeting.** The Members 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 consent of the number of members which would otherwise be required to approve such action. For instance, if an action required the approval of Members holding a majority of the total Voting rights of the members, then a writing signed by Members holding a majority of the total Voting rights of the Members would be effective as if such approval was given at a meeting duly called for such purpose. Any action so approved shall have the same effect as though taken at a properly called meeting of the Members.

## **Article V BOARD OF DIRECTORS**

1. **Board Authority and Number.** The affairs of the Association shall be managed by a Board of Directors. Except as may otherwise be required by applicable law, during the Appointment Period, the members of the Board, who need not be Members of the Association or the Townhome Association, shall be appointed by the Declarant and shall serve at the pleasure of the Declarant. After the Appointment Period, the Board shall consist of five (5) directors each of whom must individually be a Member of the Association or the Townhome Association or be the Declarant, its assignee or officer, agent, or representative thereof.

2. **Election.** After the Appointment Period, the election of the members of the Board to be elected for a particular year shall occur at the annual meeting of the Members. The election of the Board by the Owners shall be those Persons receiving the highest number of Votes with each Owner allowed one (1) Vote per Lot and/or Unit owned for as many candidates as are there are Directors being elected at a meeting of the Owners for such purpose at which a quorum is present; provided, however, the Board shall consist of not less than 60% Lot Owners and not less than 40% Unit Owners. For example, if the Board is comprised of 5 Directors, then 3 of the Directors must be Lot Owners and 2 must be Unit Owners. Accordingly, Owners receiving the highest number of Votes satisfying the required minimums shall be the Directors of the Board. Cumulative Voting is not permitted.

3. **Nomination.** Nomination for election to the Board may be made in writing by a Member submitted to the Board or may also be made from the floor at the annual meeting.

4. **Term of Office.** Directors shall be elected for terms of two (2) years or until their successor is elected. Provided, however, the initial Directors elected by the Members after the Appointment Period shall be grouped into two (2) separate classes so that approximately one-half of total number of initially elected Directors are up for re-election each year. Thus, as to such initial Directors elected by the Members, the one-half of the Directors (or the minority if there is an odd number of Directors) receiving the fewest number of Votes will serve for a one (1) year term, and the other one-half of the Directors (or the majority if there is an odd number of Directors) receiving the highest number of Votes will serve for a two (2) year term.

5. **Vacancies.** If any vacancy occurs in the Board, caused by death, removal from office, retirement, resignation or disqualification, a successor(s) shall be elected by majority vote of the remaining Directors for the unexpired term of his predecessor in office. Any Director who ceases to be a Member of the Association or the Townhome Association during such Director's term in office shall cease being a Director effective with such change, and such Director's successor shall be selected by the remaining Members of the Board.

6. **Director Removal by Board Members.** Any Director may be removed from office with or without cause by the majority vote of the Directors, who shall elect a successor Director for the unexpired term of his predecessor in office by majority vote.

7. **Director Removal by Members.** Notwithstanding any provision to the contrary in the Declaration or these By-Laws, any member of the Board other than a member appointed by the Declarant may be removed with or without cause by a majority Vote of all the Members of the Association.

8. **Place of Meetings.** The Board shall hold their meetings, both regular and special, in the county in which the Development Property is located or such other location as may be selected by unanimous consent of the Directors then elected and serving. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

9. **Special Meetings.** Special meetings of the Board may be called by the president or a majority of the Directors upon three (3) days written notice to each Director, either personally, by mail, by facsimile, or by other electronic transmittal. Except as may be otherwise expressly provided by

Tennessee statute, the Declaration or these By-Laws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice concerning the meeting.

10. **Quorum.** At all meetings of the Board, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

11. **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.

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

13. **Agents and Delegation of Powers.** Except as otherwise prohibited by statute, the Declaration or these By-Laws, the Board may delegate any of its powers to other Persons or Management Agent. Any such delegated powers shall be identified in writing maintained in the records of the Association.

## **Article VI**

### **BOARD POWERS AND DUTIES**

1. **Powers.** The Board shall have the following powers subject to the provisions of the Declaration:

a. Enforce the Declaration; and adopt, enforce, and amend Rules and Regulations and/or other Governing Documents governing the use of the Development Property and facilities and the personal conduct of Owners and their guests thereon; and establish penalties for the infraction thereof.

b. Elect and remove the officers of the Association and declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board.

c. Open bank accounts on behalf of the Association and designate required signatories.

d. Make contracts and incur liabilities and borrow money for the purpose of repair or restoration of Common Areas that are the responsibility of the Association.

e. Regulate the use, maintenance, repair, replacement, or modification of Common Areas and formulate policies for administration, management, and operation of the Development Property and the Common Areas.

f. Cause additional Improvements to be made as a part of the Common Areas.

g. Grant easements, leases, licenses, and concessions through or over the Common Areas.

h. Appoint a Nominating Committee and any other desired committee of the Board and delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives of the Board.

i. Assign the Association's right to future income, including the right to receive Assessments.

j. Exercise any other powers conferred by the Declaration and these By-Laws and exercise any other powers necessary and proper for the governance and operation of the Association and the administration of the affairs of the Association and the Development Property.

k. Exercise all other powers that may be exercised in the State of Tennessee by legal entities of the same type as this Association.

2. Duties. The Board shall have the following Duties subject to the provisions of the Declaration of the Association and the Townhome Association.

a. Adopt and amend budgets for revenues, expenditures, and reserves; send notice of Assessments and any other duly levied charges to Owners; collect Assessments and any other duly levied charges from Owners; and impose charges for late payment of Assessments or other duly levied charges.

b. Determine the fiscal year of the Association and change said fiscal year from time to time as the Board deems necessary or appropriate.

c. Hire and discharge managing agents and independent contractors, other employees, and agents; and supervise all officers, agents, and employees of the Association to see that their duties are properly performed.

d. Comply with the instructions expressed in resolutions duly adopted at any regular or special meeting of Owners at such meeting.

e. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property.

f. Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Areas and for services provided to Owners.

g. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or the production of Association information and/or documents.

h. Impose reasonable charges for services rendered in connection with the transfer of a Lot or a Unit.

i. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or any two (2) or more Owners on matters affecting the Development Property. Foreclose the lien against any property for which Assessments or other duly levied charges are not paid or to bring an action at law against the Owner personally obligated to pay such amounts.

j. Provide for the indemnification of the Association's Officers and members of the Board and maintain liability insurance on such Directors and Officers.

k. Secure insurance policies as required or allowed by the Declaration, and in this regard, review the amounts of coverage afforded under such policies.

3. Non-Delegation. Nothing in these By-Laws shall be considered to grant to the Association, the Board or the officers of the Association any powers or duties which, by law, have been delegated to the Owners.

## **Article VII OFFICERS**

1. **Offices.** The officers of the Association shall be a president, a vice-president, a secretary, a treasurer, and such other officers as the Board may from time to time create.

2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members. The officers shall be elected by the Directors from among the members of the Board.

3. **Term.** The officers of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association and the Townhome 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.

5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the affirmative vote of a majority of 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 in the notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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.

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 this Article.

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

9. **President.** The president shall be the chief executive officer of the Association and shall preside at all meetings of the Members and the Board. The president shall have general and active management of the affairs of the Association, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board shall prescribe. The president may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

10. **Vice-President.** The vice-president 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.

11. **Secretary.** The secretary shall attend all sessions of the Board and all meetings of the Members and shall record all votes and the minutes of all proceedings. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board and shall perform such other duties as may be prescribed by the Board or president. If the secretary is not able to perform any duty as herein or otherwise provided, it is the sole responsibility of the secretary to delegate such duties until such time that the secretary resumes these duties. The secretary may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

12. **Treasurer.** The treasurer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements. At the regular meetings of the Board or whenever they may require it, the treasurer shall render to the president and Board an account of all transactions of the treasurer and of the financial condition of the Association. The treasurer shall perform such other duties as the Board may prescribe.

13. **Managing Agent.** The Board shall have the authority to engage the services of an agent ("Managing Agent") to undertake any of the management duties, Administrative Functions, or specific Officer duties (the "Delegated Tasks") for the efficient operation of the Development Property, or any part thereof, to the extent deemed advisable by the Board and to manage the affairs of the Association. The Delegated Tasks shall be set forth in the Managing Agent's contract for services to be performed for the benefit or on behalf of the Association. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association, and the cost of such services shall be incurred by the Association.



**Article VIII**  
**MISCELLANEOUS PROVISIONS**

1. **Fiscal Year.** The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.
2. **Reserves.** The Board shall provide for such reserves as the Directors, in their discretion, determine proper to provide for contingencies, to repair or maintain any portion of the Development Property, or for such other purpose as the Directors determine beneficial to the Association.
3. **Checks.** All checks or demands for money and notes of the Association and the Townhome Association shall be signed by such officer or officers or such other Person(s) as the Board may designate.
4. **Books and Records.** Except for confidential, non-public information of the Association or that affecting the privacy rights of third parties or otherwise subject to confidentiality or non-disclosure protections or objections under any basis, the books and records of the Association are subject to inspection at the principal office of the Association by any Owner during reasonable business hours and upon seven (7) business days prior written notice. Copies of such records may be purchased at a reasonable cost.
5. **Amendment.** Except as otherwise provided herein, the provisions of these By-Laws may be changed, modified, or amended upon the affirmative Vote of not less than sixty-seven percent (67%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in these By-Laws, the Declaration, or by Tennessee statute. However, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant under these By-Laws shall require the consent of the Declarant in order to be effective.
6. **Indemnification.** The Association shall indemnify any current or former Director, officer, or employee of the Association against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty. The Association may also reimburse to any Directors, officer, or employee the reasonable costs of settlement of any such action, suit, or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a quorum, that it was in the interest of the Association that such settlement be made and that such Director, officer, or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under by-law, agreement, Vote of Members, or otherwise.

7. **Inconsistencies.** In the event, these By-Laws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8. **Headings.** The headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matters to be construed in interpretation.

[ *Signature on Next Page* ]

## CERTIFICATION

The undersigned hereby certifies that the foregoing By-Laws were duly executed and adopted by the Declarant the 11<sup>th</sup> day of March, 2025.

### DECLARANT:

**M/I Homes of Nashville, LLC,  
a Delaware Limited Liability Company**

By: \_\_\_\_\_

Print

Name: John Henneberg

Its: \_\_\_\_\_

Area President

## **Exhibit D-2**

### **BY-LAWS OF BLEDSOE SPRINGS TOWNHOMES OWNERS ASSOCIATION, INC.**

#### **Article I DEFINITIONS**

The words defined in the Declaration of Covenants, Conditions, and Restrictions for Bledsoe Springs and for Bledsoe Springs Townhomes of Record in the Register's Office for Rutherford County, Tennessee shall have the same meaning herein.

#### **Article II NAME AND OFFICES**

1. **Name.** The name of the Townhome Association for all of the Owners of a Unit or Units within the Development Property shall be Bledsoe Springs Townhomes Owners Association, Inc.
2. **Registered Office and Agent.** The street address, county, and zip code of the Townhome Association's initial registered office is: c/o M/I Homes of Nashville, LLC, 725 Cool Springs Blvd., 180, Franklin, TN 37067 Attn: Kaylee Harmon, kharmon@mihomes.com, as may be relocated by the Board from time to time. The name of the initial registered agent of the Association is Kaylee Harmon, who may be located at the registered office.
3. **Other Offices.** The Townhome Association may also have offices at such other places both within and outside the State of Tennessee as the Board may from time to time determine or the business of the Townhome Association may require.

#### **Article III MEMBERS AND MEMBERSHIP PRIVILEGES**

1. **Eligibility and Membership.** The Members of the Townhome Association shall consist of the Owners of the Units within the Development Property. If an Owner is a trust, then the Member shall be a beneficiary of such trust; and if an Owner or such a beneficiary is a corporation or partnership, the Member may be an officer, partner, or employee of such Owner or beneficiary. No Member shall be required to pay any consideration whatsoever solely for membership in the Townhome Association.
2. **Succession.** The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer, or other disposition of his ownership interest in the Development Property, his membership in the Townhome Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

#### **Article IV MEETINGS OF MEMBERS**

1. **Annual Meetings.** The first regular annual meeting of the Members may be held, subject to the terms hereof on any day, at the option of the Board; provided, however, that the first annual meeting

shall be held not later than sixty (60) after the expiration of the Appointment Period under the Declaration or such earlier date if necessary to comply with applicable laws. Each subsequent regular annual meeting of the Members shall be held within twenty-five (25) days of the anniversary of the first regular annual meeting each year thereafter at such time as set by the Board.

2. **Special Meeting.** Following the Appointment Period, special meetings of the Members, for any purpose or purposes, may be called by the president, a majority of the Board, or by Members having not less than sixty-seven percent (67%) of the total Vote entitled to be cast at such meeting, except as otherwise required by Tennessee statute, the Declaration, or these By-Laws. Business transacted at all special meetings shall be confined to the business stated in the notice of such meeting. During the Appointment Period, special meetings of the Members, for any purpose or purposes, may only be called by the Declarant.

3. **Place and Time of Meetings.** Meetings of the Members of the Townhome Association may be held at a place and at such time to be determined by the Board within the County in which the Development Property is located. Meetings may be held electronically / virtually.

4. **Notice.** By or at the direction of the Declarant, the president, the secretary, or the officer or Person authorized to call the meeting, written notice shall be sent to every Member of the Townhome Association by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, or facsimile or electronic transmission to the address or other contact information provided to the Board by the Owner or in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Unit not less than ten (10) nor more than sixty (60) days prior to the date of such meeting. Said notice shall state the place, day, and hour of the meeting and in the case of a special meeting, the purpose(s) for which the meeting is called.

5. **Adjournment of Meetings.** If any meeting of the Townhome Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the previously adjourned meeting shall be on the agenda for said meeting. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

6. **Quorum.** The presence in person or by proxy of at least thirty percent (30%) of the Votes of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If a quorum is not present and the meeting is adjourned as set forth herein, then at the subsequent meeting the required quorum shall be reduced to fifteen percent (15%) of the Votes of the Members.

7. **Majority Vote; Withdrawal of Quorum.** When a quorum is present at any meeting, the majority Vote of Members present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable Tennessee statute, the Declaration, or these By-Laws, a different Vote is required, in which case such express provision shall govern and control the decision of such question.

8. **Method of Voting; Proxies.** Each Member shall be one (1) Vote each Unit owned by such Member as further provided in the Declaration; provided, however, during the Appointment Period, the Declarant, its successors and assigns, shall have one (1) Vote for each Unit owned by the Declarant plus four (4) Votes of each Unit owned by any Person who is not the Declarant. Votes may be cast by electronic ballot. The Vote of each Member may only be cast by such Member or by a proxy duly executed and given by such Member to his authorized representative as set forth on such proxy. No proxy shall be valid for more than one meeting (unless otherwise stated on such proxy) and shall bear the signature of the Member making the proxy, the date of the meeting (or meetings) to which the proxy relates, and the name of the authorized representative to Vote on behalf of the Member. Such proxy may not be revoked except by actual written notice to the Person presiding over the meeting for which the proxy relates. Proxies shall be filed with the secretary prior to or at the time of the meeting. If title to any property ownership interest in a Unit of the Development Property entitling the Member to Voting rights as provided in the Declaration is in the name of two or more Persons as co-owners, all such Persons shall be Members of the Townhome Association and referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member as provided in the Declaration at any meeting of the Members of the Townhome Association, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote is to be cast (in person or by proxy). In the event of disagreement among such Joint Member to cast a Vote, such Joint Member shall not be recognized, and such Vote shall not be counted.

9. **Conduct of Meetings.** The President shall preside over all meetings of the Townhome Association. The Secretary shall keep the minutes of the meeting and record in the official records of the Townhome Association all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

10. **Action Taken Without a Meeting.** The Members 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 consent of the number of members which would otherwise be required to approve such action. For instance, if an action required the approval of Members holding a majority of the total Voting rights of the members, then a writing signed by Members holding a majority of the total Voting rights of the Members would be effective as if such approval was given at a meeting duly called for such purpose. Any action so approved shall have the same effect as though taken at a properly called meeting of the Members.

## **Article V BOARD OF DIRECTORS**

1. **Board Authority and Number.** The affairs of the Townhome Association shall be managed by a Board of Directors. Except as may otherwise be required by applicable law, during the Appointment Period, the members of the Board, who need not be Members of the Townhome Association, shall be appointed by the Declarant and shall serve at the pleasure of the Declarant. After the Appointment Period, the Board shall consist of three (3) directors each of whom must individually be a Member of the Townhome Association or be the Declarant, its assignee or officer, agent, or representative thereof.

2. **Election.** After the Appointment Period, the election of the members of the Board to be elected for a particular year shall occur at the annual meeting of the Members. The election of the Board by the Owners shall be those Persons receiving the highest number of Votes with each Owner allowed one (1) Vote per Unit owned for as many candidates as are there are Directors being elected at a meeting of the Owners for such purpose at which a quorum is present. Accordingly, Owners receiving the highest number of Votes shall be the Directors of the Board. Cumulative Voting is not permitted.

3. **Nomination.** Nomination for election to the Board may be made in writing by a Member submitted to the Board or may also be made from the floor at the annual meeting.

4. **Term of Office.** Directors shall be elected for terms of two (2) years or until their successor is elected. Provided, however, the initial Directors elected by the Members after the Appointment Period shall be grouped into two (2) separate classes so that approximately one-half of total number of initially elected Directors are up for re-election each year. Thus, as to such initial Directors elected by the Members, the one-half of the Directors (or the minority if there is an odd number of Directors) receiving the fewest number of Votes will serve for a one (1) year term, and the other one-half of the Directors (or the majority if there is an odd number of Directors) receiving the highest number of Votes will serve for a two (2) year term.

5. **Vacancies.** If any vacancy occurs in the Board, caused by death, removal from office, retirement, resignation or disqualification, a successor(s) shall be elected by majority vote of the remaining Directors for the unexpired term of his predecessor in office. Any Director who ceases to be a Member of the Townhome Association during such Director's term in office shall cease being a Director effective with such change, and such Director's successor shall be selected by the remaining Members of the Board.

6. **Director Removal by Board Members.** Any Director may be removed from office with or without cause by the majority vote of the Directors, who shall elect a successor Director for the unexpired term of his predecessor in office by majority vote.

7. **Director Removal by Members.** Notwithstanding any provision to the contrary in the Declaration or these By-Laws, any member of the Board other than a member appointed by the Declarant may be removed with or without cause by a majority Vote of all the Members of the Townhome Association.

8. **Place of Meetings.** The Board shall hold their meetings, both regular and special, in the county in which the Development Property is located or such other location as may be selected by unanimous consent of the Directors then elected and serving. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

9. **Special Meetings.** Special meetings of the Board may be called by the president or a majority of the Directors upon three (3) days written notice to each Director, either personally, by mail, by facsimile, or by other electronic transmittal. Except as may be otherwise expressly provided by Tennessee statute, the Declaration or these By-Laws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice concerning the meeting.

10. **Quorum.** At all meetings of the Board, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

11. **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.

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

13. **Agents and Delegation of Powers.** Except as otherwise prohibited by statute, the Declaration or these By-Laws, the Board may delegate any of its powers to other Persons or Management Agent. Any such delegated powers shall be identified in writing maintained in the records of the Townhome Association.

## **Article VI**

### **BOARD POWERS AND DUTIES**

1. **Powers.** The Board shall have the following powers subject to the provisions of the Declaration:

a. Enforce the Declaration; and adopt, enforce, and amend Rules and Regulations and/or other Governing Documents governing the use of the Development Property and facilities and the personal conduct of Owners and their guests thereon; and establish penalties for the infraction thereof.

b. Elect and remove the officers of the Townhome Association and declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board.

c. Open bank accounts on behalf of the Townhome Association and designate required signatories.

d. Make contracts and incur liabilities and borrow money for the purpose of repair or restoration of Common Elements that are the responsibility of the Townhome Association.

e. Regulate the use, maintenance, repair, replacement, or modification of Common Elements and formulate policies for administration, management, and operation of the Development Property and the Common Elements.

f. Cause additional Improvements to be made as a part of the Common Elements.



g. Grant easements, leases, licenses, and concessions through or over the Common Elements.

h. Appoint a Nominating Committee and any other desired committee of the Board and delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives of the Board.

i. Assign the Townhome Association's right to future income, including the right to receive Assessments.

j. Exercise any other powers conferred by the Declaration and these By-Laws and exercise any other powers necessary and proper for the governance and operation of the Townhome Association and the administration of the affairs of the Townhome Association and the Development Property.

k. Exercise all other powers that may be exercised in the State of Tennessee by legal entities of the same type as this Townhome Association.

2. Duties. The Board shall have the following Duties subject to the provisions of the Declaration of the Townhome Association.

a. Adopt and amend budgets for revenues, expenditures, and reserves; send notice of Assessments and any other duly levied charges to Owners; collect Assessments and any other duly levied charges from Owners; and impose charges for late payment of Assessments or other duly levied charges.

b. Determine the fiscal year of the Townhome Association and change said fiscal year from time to time as the Board deems necessary or appropriate.

c. Hire and discharge managing agents and independent contractors, other employees, and agents; and supervise all officers, agents, and employees of the Townhome Association to see that their duties are properly performed.

d. Comply with the instructions expressed in resolutions duly adopted at any regular or special meeting of Owners at such meeting.

e. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property.

f. Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Owners.

g. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or the production of Townhome Association information and/or documents.

h. Impose reasonable charges for services rendered in connection with the transfer of a Unit.

i. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or any two (2) or more Owners on matters affecting the Development Property. Foreclose the lien against any property for which Assessments or other duly levied charges are not paid or to bring an action at law against the Owner personally obligated to pay such amounts.

j. Provide for the indemnification of the Townhome Association's Officers and members of the Board and maintain liability insurance on such Directors and Officers.

k. Secure insurance policies as required or allowed by the Declaration, and in this regard, review the amounts of coverage afforded under such policies.

3. Non-Delegation. Nothing in these By-Laws shall be considered to grant to the Townhome Association, the Board or the officers of the Townhome Association any powers or duties which, by law, have been delegated to the Owners.

## **Article VII OFFICERS**

1. **Offices**. The officers of the Townhome Association shall be a president, a vice-president, a secretary, a treasurer, and such other officers as the Board may from time to time create.

2. **Election of Officers**. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members. The officers shall be elected by the Directors from among the members of the Board.

3. **Term**. The officers of the Townhome Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. **Special Appointments**. The Board may elect such other officers as the affairs of the Townhome 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.

5. **Resignation and Removal**. Any officer may be removed from office with or without cause by the affirmative vote of a majority of 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 in the notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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.

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 this Article.

8. **Compensation.** No Officer shall receive compensation for any service he may render to the Townhome Association. However, any Officer may be reimbursed for his actual expenses incurred in the performance of his duties.

9. **President.** The president shall be the chief executive officer of the Townhome Association and shall preside at all meetings of the Members and the Board. The president shall have general and active management of the affairs of the Townhome Association, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board shall prescribe. The president may prepare, execute, certify, and record amendments to the Declaration on behalf of the Townhome Association.

10. **Vice-President.** The vice-president 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.

11. **Secretary.** The secretary shall attend all sessions of the Board and all meetings of the Members and shall record all votes and the minutes of all proceedings. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board and shall perform such other duties as may be prescribed by the Board or president. If the secretary is not able to perform any duty as herein or otherwise provided, it is the sole responsibility of the secretary to delegate such duties until such time that the secretary resumes these duties. The secretary may prepare, execute, certify, and record amendments to the Declaration on behalf of the Townhome Association.

12. **Treasurer.** The treasurer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Townhome Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Townhome Association in such depositories as may be designated by the Board. The treasurer shall disburse the funds of the Townhome Association as may be ordered by the Board, taking proper vouchers for such disbursements. At the regular meetings of the Board or whenever they may require it, the treasurer shall render to the president and Board an account of all transactions of the treasurer and of the financial condition of the Townhome Association. The treasurer shall perform such other duties as the Board may prescribe.

13. **Managing Agent.** The Board shall have the authority to engage the services of an agent ("Managing Agent") to undertake any of the management duties, Administrative Functions, or specific Officer duties (the "Delegated Tasks") for the efficient operation of the Development Property, or any part thereof, to the extent deemed advisable by the Board and to manage the affairs of the Townhome Association. The Delegated Tasks shall be set forth in the Managing Agent's contract for services to be performed for the benefit or on behalf of the Townhome Association. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Townhome Association, and the cost of such services shall be incurred by the Townhome Association.

**Article VIII**  
**MISCELLANEOUS PROVISIONS**

1. **Fiscal Year.** The fiscal year of the Townhome Association shall be set by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.
2. **Reserves.** The Board shall provide for such reserves as the Directors, in their discretion, determine proper to provide for contingencies, to repair or maintain any portion of the Development Property, or for such other purpose as the Directors determine beneficial to the Townhome Association.
3. **Checks.** All checks or demands for money and notes of the Townhome Association shall be signed by such officer or officers or such other Person(s) as the Board may designate.
4. **Books and Records.** Except for confidential, non-public information of the Townhome Association or that affecting the privacy rights of third parties or otherwise subject to confidentiality or non-disclosure protections or objections under any basis, the books and records of the Townhome Association are subject to inspection at the principal office of the Townhome Association by any Owner during reasonable business hours and upon seven (7) business days prior written notice. Copies of such records may be purchased at a reasonable cost.
5. **Amendment.** Except as otherwise provided herein, the provisions of these By-Laws may be changed, modified, or amended upon the affirmative Vote of not less than sixty-seven percent (67%) of the Members present at a duly called meeting of the Townhome Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in these By-Laws, the Declaration, or by Tennessee statute. However, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant under these By-Laws shall require the consent of the Declarant in order to be effective.
6. **Indemnification.** The Townhome Association shall indemnify any current or former Director, officer, or employee of the Townhome Association against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty. The Townhome Association may also reimburse to any Directors, officer, or employee the reasonable costs of settlement of any such action, suit, or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a quorum, that it was in the interest of the Townhome Association that such settlement be made and that such Director, officer, or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under by-law, agreement, Vote of Members, or otherwise.

7. **Inconsistencies.** In the event, these By-Laws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8. **Headings.** The headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matters to be construed in interpretation.

[ *Signature on Next Page* ]

## CERTIFICATION

The undersigned hereby certifies that the foregoing By-Laws were duly executed and adopted by the Declarant the 11<sup>th</sup> day of March, 2025.

### DECLARANT:

**M/I Homes of Nashville, LLC,**  
**a Delaware limited liability company**

By: \_\_\_\_\_

Print

Name: John Henneberg

Its: \_\_\_\_\_

Area President

## Exhibit E

### Unit Identification & Assessment Allocation:

The Assessment percentage allocation, upon which Assessments are to be paid, are as listed below. In the event, the number and or types of Units are increased or decreased or otherwise altered by Supplemental Instrument(s), declaration(s) or amendment(s) to the Declaration, the percentages listed below shall also change accordingly.

Unit No.	FLOOR PLAN	Common Assessment Allocation
1		1/48
2		1/48
3		1/48
4		1/48
5		1/48
6		1/48
7		1/48
8		1/48
9		1/48
10		1/48
11		1/48
12		1/48
13		1/48
14		1/48
15		1/48
16		1/48
17		1/48
18		1/48
19		1/48
20		1/48
21		1/48
22		1/48
23		1/48
24		1/48
25		1/48
26		1/48
27		1/48
28		1/48

Unit No.	FLOOR PLAN	Common Assessment Allocation
----------	------------	---------------------------------

29		1/48
30		1/48
31		1/48
32		1/48
33		1/48
34		1/48
35		1/48
36		1/48
37		1/48
38		1/48
39		1/48
40		1/48
41		1/48
42		1/48
43		1/48
44		1/48
45		1/48
46		1/48
47		1/48
48		1/48



**Exhibit F**

**TUNE, ENTREKIN & WHITE, P.C.**

THOMAS V. WHITE  
PETER J. STRIANSE  
HUGH W. ENTREKIN  
ROBERT L. DELANEY  
LESA HARTLEY SKONEY  
JOSEPH P. RUSNAK  
SHAWN R. HENRY  
T. CHAD WHITE  
TIMOTHY N. O'CONNOR  
SAMUEL J. BLANTON  
EMILY A. GUTHRIE

**ATTORNEYS AT LAW**

**CAPITOL VIEW  
500 11<sup>th</sup> AVENUE NORTH, SUITE 600  
NASHVILLE, TENNESSEE 37203**

**TEL (615) 244-2770 FAX (615) 244-2778**

**Sender's E-mail: [sjblanton@tewlawfirm.com](mailto:sjblanton@tewlawfirm.com)**

**JOHN C. TUNE (1931-1983)**

**ERVIN M. ENTREKIN (1927-1990)**

**OF COUNSEL:**

**JOHN W. NELLEY, JR.  
THOMAS C. SCOTT  
JOHN P. WILLIAMS  
GEORGE A. DEAN**

**M/I Homes of Nashville, LLC  
725 Cool Springs Blvd.,  
180, Franklin, TN 37067  
Attn: Kaylee Harmon**

**RE: Attorney Opinion Related to the Townhouse Planned Unit Development  
Commonly Known as Bledsoe Springs Townhomes**

**Dear M/I Homes of Nashville, LLC:**

It is our opinion that all legal documents required by the Horizontal Property Act as codified at Tennessee Code Annotated § 66-37-101 - 123 (the "Act") for the creation of a Planned Unit Development have been prepared in connection with the above-referenced development and substantially comply with said provisions of the Act. As such, a Townhouse Planned Unit Development, a horizontal property regime with private elements, has been created under the Act.

Sincerely,

**TUNE, ENTREKIN & WHITE, P.C.**

By:   
\_\_\_\_\_  
Samuel J. Blanton

**Tennessee Certification of Electronic Document**

I, Samuel J. Blanton, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 3/11/25 (date of document).

*Samuel J. Blanton*  
Affiant Signature

3/11/25  
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 11<sup>th</sup> day of March, 2025.

*Erin K. Reid*  
Notary's Signature

MY COMMISSION EXPIRES: 12-12-2026

NOTARY'S SEAL

