

**BK/PG: 9490/538-604  
24015742**

<b>67 PGS : RESTRICTIONS</b>	
<b>ASHLEY DEAN</b>	<b>988381 - 24015742</b>
<b>06/03/2024 - 01:02:32 PM</b>	
<b>MORTGAGE TAX</b>	<b>0.00</b>
<b>TRANSFER TAX</b>	<b>0.00</b>
<b>RECORDING FEE</b>	<b>335.00</b>
<b>DP FEE</b>	<b>2.00</b>
<b>REGISTER'S FEE</b>	<b>0.00</b>
<b>TOTAL AMOUNT</b>	<b>337.00</b>

STATE OF TENNESSEE, WILLIAMSON COUNTY

**SHERY ANDERSON**

REGISTER OF DEEDS

This Instrument Prepared by: J. Trent Lehman, 1646 Westgate Circe, Ste. 102, Brentwood, TN 37027

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**FOR THE FIELDS AT REESE FARMS**

**AND**

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE TOWNHOMES OF THE FIELDS AT  
REESE FARMS**

**(A Horizontal Property Regime with Private Elements)**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
The Fields At Reese Farms and The Townhomes of The Fields At Reese Farms (this "**  
Declaration") hereby declared on May 31, 2024 by Reese Farms, LLC, a Tennessee limited  
liability company (the "Declarant");

**WHEREAS**, Declarant is the owner of certain real property located in  
Williamson County, Tennessee, and desires to create thereon, a residential development  
known as The fields At Reese Farms, more particularly described on Exhibit A attached  
hereto (the real property described on Exhibit A attached hereto is herein referred to as the  
"Property" and the residential development to be developed on the Property is herein referred  
to as the "Development" or "Subdivision") for the mutual benefit of the future residents of  
the Development; and

**WHEREAS**, Declarant is developing the Subdivision, located in Franklin,  
Tennessee, said Development shall be composed of single family homes and townhomes in 3  
sections. Section 1 of said Development of record in Plat Book P81, page 110 attached as  
Exhibit B to this Declaration showing the location of the single family lots and the  
townhome lots;

**WHEREAS**, pursuant to and in accordance with the provisions of the  
Declaration, Declarant desires to make and declare the Master Restrictive Covenants to  
include the Single-Family Homes with the Townhomes being subject to additional restrictive  
covenants to be set forth in the Supplemental Declaration for the Townhome sub-association  
for the purposes more particularly hereinafter set forth;

**ARTICLE I**

**Declaration**

**Section 1. Declaration.** For and in consideration of the benefits to be derived  
hereunder by Declarant and each and every subsequent Owner, Declarant does hereby  
establish, promulgate and declare that the REESE Owners Association and Single Family  
Area ("the Association") shall be owned, held, transferred, conveyed, sold, leased, rented,

hypothecated, encumbered, used, occupied, maintained, altered and improved subject to, in addition to the Declaration, this Supplemental Declaration on, and each and every covenant, condition, restriction, limitation, reservation, exception, equitable servitude and other provision set forth in this Supplemental Declaration for the duration of the term of the Declaration. This Supplemental Declaration is made pursuant to and in accordance with the Declaration, is made to supplement but not amend the Declaration, and is subject to and subordinate to the Declaration.

## ARTICLE II

### Definitions

2.1 Administrative Functions. "Administrative Functions" shall mean all functions of, for and on behalf of the Association that are necessary or proper under this Declaration, and shall include, without limitation: (a) providing management and administration of the Association and Townhome Sub-Association; (b) providing development review, control and approval services under this Declaration or Supplemental Declaration or any other portion hereof; (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 Association Properties or Sub-Association; (f) incurring filing fees, recording costs and bookkeeping fees; (g) obtaining and maintaining offices and office furniture and equipment; and (h) performing other reasonable and ordinary administrative tasks associated with the operation of the Association or Sub-Association.

2.2 Annexable Area. "Annexable Area" shall mean any of the real property adjacent to the property described in Exhibit A, all or any portion of which may from time to time be made subject to this Declaration.

2.3 Annexed Property. "Annexed Property" shall mean any portion of the Annexable Area which becomes subject to this Declaration in accordance terms contained herein.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Area. "Area" shall mean the total area of a site, measured to the nearest one- hundredth of an acre, exclusive of any public road right-of-way, as reasonably determined by the Association.

2.7 Articles of Incorporation. "Articles of Incorporation" shall mean the Charter of the Association, which have been or will be filed in the office of the Secretary of State of the State of Tennessee, as the same may be amended from time to time.

2.8 Assessment. "Assessment" shall mean a Common Assessment, a Special Assessment, a Reimbursement Assessment or any other charge levied by the Association.

2.9 Assessment Year. "Assessment Year" shall mean 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.

2.10 Board. "Board" shall mean the Board of Directors of the Association.

2.11 Budget. "Budget" shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Master Association in the performing of its functions under this Declaration and prepared pursuant to this Declaration or Supplemental Declaration.

2.12 By-Laws. "By-Laws" shall mean the By-Laws of the Association which have been or will be adopted by the Board, as such By-Laws may be amended from time to time.

2.13 Class A Owner. "Class A Owner" shall have the meaning set forth in this Declaration or Supplemental Declaration. The "Class A membership" comprises all Class A Owners.

2.14 Class B Owner. "Class B Owner" shall have the meaning set forth in this Declaration or Supplemental Declaration. The "Class B membership" is the Class B Owner's interest in the Master Association.

2.15 Common Assessment. "Common Assessment" shall mean any assessment made for the purpose of covering the portion of the annual or other periodic costs of operating the Association or any Sub-Association, including expenses incurred in connection with any Administrative Function and other expenses duly incurred by or on behalf of the Association or any Sub-Association which are to be paid by each Owner to the Association for the purposes provided herein and charged to such Owner and to the Site of such Owner. 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) utility charges for utilities serving the Association Properties and for the lighting of streets throughout the Association, as well as charges for other common services for the Association or any Sub-Association; (b) the expenses of maintenance, operation, repair and replacement of the Association or any Sub-Association, including, without limitation, costs of labor, equipment and materials incurred in connection therewith; (c) principal, interest and other charges payable with respect to loans to the Association or any Sub-Association to perform any Administrative Function, including, without limitation, loans financing the construction of improvements or maintenance as required by any governmental entity for the Association or any Sub-Association; (d) such 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, utility charges, and government charges not separately assessed against Sites; and (e) the establishment and maintenance of a reasonable reserve fund (i) for maintenance, repair and replacement of those portions of the Association or any Sub-Association and improvements thereon that are the responsibility of the Association or any Sub-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.

2.16 County Records. "County Records" shall mean the recorded real estate records in the office of the Register's Office for Williamson County, Tennessee.

2.17 Declarant/Developer. "Declarant/Developer" shall mean a limited liability company, and its successors and assigns. A Person shall be deemed a "successor and assign" of Reese Farms, LLC as Declarant only if specifically so designated in a duly recorded written instrument as a successor or assign of Declarant under this Declaration and/or under a Supplement Declaration and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in such recorded, written instrument. Notwithstanding the foregoing, a successor to Reese Farms, LLC, by reason of consolidation or merger shall be deemed a successor or assign of Reese Farms, LLC, as Declarant under this Declaration.

2.18 Declaration. "Declaration" shall mean this Declaration of Protective Covenants for Reese, as it may be amended from time to time.

2.19 Delegate. "Delegate" shall mean the natural Person selected by an Owner or Owners pursuant to this Declaration or Supplemental Declaration to represent and cast votes on behalf of such Owner or Owners as provided in this Declaration.

2.20 Developer Control Period. "Developer Control Period" Developer/Declarant Control Period shall mean the period of time commencing as of the date of this declaration and terminating at the time and date the declarant voluntarily relinquishes control of the association or forty-five years from the date the declaration was recorded.

2.21 Development Review Committee. "Development Review Committee" shall mean the committee for which provision is made in Article IX of this Declaration.

2.22 Development Review Committee Representative. Intentionally Omitted.

2.23 First Mortgage. "First Mortgage" shall mean the unreleased Mortgage of record encumbering a Site which has the first and superior lien priority over all other unreleased mortgages of record encumbering such Site.

2.24 First Mortgagee. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

2.25 First Subdivision. Intentionally Omitted.

2.26 Foreclosure. "Foreclosure" shall mean, without limitation, (i) the judicial foreclosure of a Mortgage; (ii) the exercise of a power of sale contained in any Mortgage; (iii) the conveyance of the Property unencumbered by a Mortgage to the Mortgagee thereunder in lieu of foreclosure thereof; or (iv) any action commenced or taken by a lessor to regain possession or control of a

Site leased to a lessee in a transaction commonly known as a "sale/leaseback".

2.27 Improvement to Property. "Improvement to Property" shall mean any improvement, change, alteration or addition to any property within the Association or any Sub-Association.

2.28 Improvements. "Improvements" shall mean all structures and any appurtenances thereto of every type or kind including, but not limited to, buildings, outbuildings, garages, porches, sheds, swimming pools, patios, patio covers, awnings, painting or staining of any exterior surfaces of any visible structure, additions, walkways, bicycle trails, sprinkler systems or pipes, roads, curbing, paving, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, paintings, planted trees and shrubs, poles, signs, exterior tanks, solar panels and equipment, exterior evaporative coolers, air conditioning and external water softener fixtures, wind mills, and exterior antennas, aerials and other equipment for the reception or transmission of radio, television, microwave or other similar communication systems. "Improvements" shall also include (i) any excavation, fill, ditch, diversion, dam, barn, or anything or any device that alters the natural flow of any water in any natural or artificial drainage channel from, or upon, any other Site; and (ii) any change in the grade of any Sites of more than six inches from that existing at the time of purchase by each Owner.

2.29 Association. "Association" shall mean Fields at Reese Farm Association and any subsequent Sub-Association, a Tennessee nonprofit corporation, its successors and assigns.

2.30 Association Area. "Association Area" shall mean the Single Family lots and the Townhome units/pads, together with all other real property, if any, which hereafter becomes subject to this declaration.

2.31 Association Properties. "Association Properties" shall mean (a) all real and personal property, including improvements, now or hereafter owned by the Master Association or with respect to which the Association or any Sub-Association holds an easement for the use, care or maintenance thereof, held for the common use and enjoyment of all or certain of the Owners as provided herein and/or for other purposes as may be permitted by this Declaration; and (b) any median strip of land within the right-of-way of any portion of any public street, which portion is within the Association or any Sub-Association.

2.32 Mortgage. "Mortgage" shall mean any unreleased mortgage or deed to secure debt or other similar instrument of record, given voluntarily by the Owner of a Site, encumbering all or any portion of the Site to secure the performance of an obligation or the payment of a debt and which is required to be cancelled upon performance of the obligation or payment of the debt, or any lease of all or any portion of a Site in a transaction commonly known as a "sale/leaseback". "Mortgage" shall not include a judgment lien, mechanic's lien, tax lien or other similar lien or involuntary encumbrance upon a Site.

2.33 Mortgagee. "Mortgagee" shall mean the Person who is the holder of a Mortgage.

2.34 Mortgagor. "Mortgagor" shall mean the Person who grants an interest in such person's

property to another under a Mortgage (i.e. the maker or grantor of a Mortgage).

2.35 Notice and Hearing. "Notice and Hearing" shall mean a written notice and the reasonable opportunity for a public hearing before the Board or a tribunal appointed by the Board, in the manner provided in the By-Laws.

2.36 Notice of Completion. "Notice of Completion" shall mean the written notice and architect's certification to the Development Review Committee concerning the completion of any improvement to Property pursuant to the provisions of Article IX, Section 2 (e) hereof.

2.37 Notice of Noncompliance. "Notice of Noncompliance" shall have the meaning set forth in Article IX, Section 2(e) hereof.

2.38 Notice of Withdrawal. Intentionally Omitted.

2.39 Owner. "Owner" shall mean the Person, Trustee of a Trust, a Limited Liability Company, Corporation or a Partnership, or if more than one, all Persons collectively, who hold fee simple title of record to a Site, except that if any Site and any improvement thereon are owned by separate Person, than the owner of the fee simple title to the building located on the Site shall be deemed the "Owner" of such Site. A Person having an interest in any Site or any improvements located thereon merely as a security for the performance of obligations shall not be deemed an "Owner" unless such Person is a Mortgagee in possession following a default under such security obligations or has acquired the fee simple title to the Site by Foreclosure. "Owner" shall also include Declarant as long as Declarant retains ownership of all or any portion of the Master Association Area.

2.40 Person. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company, trust or any other entity, or any combination thereof.

2.41 Record, Recorded or Recordation. "Record" or "Recorded" or "Recordation" shall interchangeably mean the filing for record of any document in the County Records.

2.42 Reimbursement Assessment. "Reimbursement Assessment" shall mean a charge against a particular Owner and such Owner's Site for the purpose of reimbursing the Master Association for expenditures and other costs of the Master Association for incurring one or more of Owner's violations of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations, as provided for herein.

2.43 Related User. "Related User" shall mean a Person who obtains all or certain rights of an Owner by reason of such Person validly claiming or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract purchaser of an Owner who occupies all or part of or resides on any Site of such Owner and any natural person who is a guest or invitee of such Owner or of such Person.

2.44 Rules and Regulations. "Rules and Regulations" shall mean the guidelines, rules and

regulations adopted by the Board, the Delegates or the Development Review Committee, from time to time, pursuant to this Declaration.

2.45 Site. "Site" shall mean a parcel of land within the Association or any Sub-Association as divided and subdivided pursuant to recorded subdivision maps, as they from time to time become current; or by deeds of conveyance.

2.46 Special Assessment. "Special Assessment" shall mean a charge against the Owner and such Owner's Site representing a portion of the costs incurred by the Association for the purposes set forth in this Declaration or Supplemental Declaration.

2.47 Sub-association. "Sub-association" shall mean any Tennessee profit or nonprofit corporation, or unincorporated association, and its successors or assigns, organized and established or authorized pursuant to, or in connection with, one or more Supplemental Declarations, and the membership of which comprises Owners of Sites within all or part of the area burdened by the Supplemental Declarations. It is intended, and expected that at a minimum there will be a townhome sub-association.

2.48 Supplemental Common Assessment. "Supplemental Common Assessment" shall have the meaning set forth in this Declaration or Supplemental Declaration. Supplemental Common Assessments are a type of Common Assessments.

2.49 Supplemental Declaration. "Supplemental Declaration" shall mean a written instrument (including any amendments thereto) containing covenants, conditions, restrictions, reservations, easements, equitable servitudes or other provisions, or any combination thereof, which complies with the requirements of Section 3.3 hereof and which is recorded either with respect to the Single Family or Townhome or in order to submit any portion of an Annexable Area to the provisions of this Declaration, thereby causing such portion to become part of the Association or any Sub-Association.

2.50 Utility Easement Area. "Utility Easement Area" shall, at a minimum, mean a strip of land ten feet in width running inside and along all of the boundary lines of each Site, or such other width as set forth on any plat or as required by the appropriate governmental entity.

2.51 Voting Unit. "Voting Unit" Voting units shall be broken in to two categories Type A Voting Units and Type B voting units. Type A voting units shall have (1) One Vote per unit held. Type B voting units shall have (10) Ten votes for unit held. Type B voting units shall be reserved for the declarant both in the declarant control period and out of the declarant control period until such time as the declarant relinquishes control of the type B vote. Votes may be cast in accordance with section 4.4 and 4.6 hereof.

## ARTICLE IV

### Duties and Powers of Association

**Section 1. General Duties and Powers of the Association.** The Association has been formed to further the common interests of the Owners of Sites in the Association Area. The Association, acting through the its Board or through persons to whom the Board has delegated any authorized powers of the Association's Board, 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 in this Declaration and the Declaration, the powers to do anything that may be necessary or desirable to further the common interests off such Owners, to maintain, improve and enhance Association Properties and to improve and enhance the attractiveness, desirability and safety of the Association Area.

**Section 2. Duty to Accept Property and Facilities Transferred by Declarant.** The Association shall accept title to any property, including any improvements thereon and personal property, transferred to the Association by Declarant, together with the responsibility to perform any and all Administrative Functions associated therewith, provided that such property and 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 to use. Any property or interest in property transferred to the Association by Declarant shall be unencumbered by any Mortgage and shall not impose any unreasonable or special burden on the Association other than the normal burdens of ownership of property, including the duty to maintain any part of the Association in accordance with such requirements as may be imposed by the City of Franklin, Williamson County, or both, now and in the future.

**Section 3. Duty to Manage and Care for Property.** The Association shall manage, operate, care for, maintain and repair all Association Properties and keep them in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Association shall have a reasonable right of entry upon any Site to make emergency repairs and to do other work reasonably necessary under this Declaration or any Supplemental Declaration for the proper performance of its duties hereunder and the proper maintenance and operation of the Association Properties, including the duty to maintain any part of the Association in accordance with such requirements as may be imposed by the City of Franklin, Williamson County, or both, now and in the future.

**Section 4. Duty to Pay Taxes.** Association shall pay all ad valorem taxes and governmental assessments, if any, levied upon the Association Properties to which the Association holds fee simple title and all taxes and assessments payable by the Association. Nevertheless, the Association shall have the right to contest in good faith any such taxes or assessments.

**Section 5. Casualty Insurance.** To the extent deemed desirable by the Board the Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, casualty, fire and extended coverage insurance with respect to all insurable improvements and personal property owned by the Association.

**Section 6. Liability Insurance.** To the extent deemed desirable by the



Board, the Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, broad form comprehensive liability insurance covering public liability for bodily injury and property damage.

**Section 7. General Provisions Respecting Insurance.** Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, contain a waiver of rights of subrogation as against the Association and each Owner as well as any officer, director, agent or employee of any of the foregoing. To the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, insurance obtained by the Association shall name Declarant as an additional insured and contain a waiver of rights of subrogation as against Declarant and any officer, director, agent or employee of Declarant. Each Owner hereby irrevocably appoints the Association as attorney-in-fact for the purpose of purchasing and maintaining such insurance, 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.

**Section 8. Fidelity Coverage.** To the extent reasonably obtainable, the Association may obtain and keep in full force and effect at all times a fidelity policy or bond providing fidelity coverage against dishonest acts on the part of directors, officers, employees and volunteers of the Association responsible for handling funds collected and held for the benefit of the Owners or otherwise belonging to or administered by the Association.

**Section 9. Other Insurance and Bonds.** The Association shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

**Section 10. Duty to Prepare Budgets.** The Association shall prepare Budgets as elsewhere provided in this Declaration or Supplemental Declaration.

**Section 11. Duty to Levy and Collect Assessments.** The Association shall levy and collect Assessments as elsewhere provided in this Declaration or Supplemental Declaration.

**Section 12. Duty to Invest Funds.** The Association shall invest its funds so as to achieve a reasonable rate of return in light of its needs for certain liquidity and the safety of such funds.

**Section 13. Power to Acquire Property and Construct Improvements.** Other than property received from Declarant (the conveyance of which is governed by Section 2 hereof), the Association may acquire property or interests in property for the common benefits of Owners, including improvements and personal property. The Association may construct improvements on property and may repair, maintain, remodel and demolish existing property.

**Section 14. Power to Adopt Rules and Regulations.** The Association, acting through the Board, Delegates or the Development Review 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 Supplemental Declaration, the operation of the Association and the use and enjoyment of Association Properties. Any such Rules and Regulations shall be responsible and uniformly applied. 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 or Supplemental Declaration, the provisions of this Declaration shall prevail.

**Section 15. Power to Enforce this Declaration or Supplemental Declaration and Rules and Regulations.** The Association shall have the power to enforce the provisions of this Declaration or Supplemental Declaration and the provisions of the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each Owner and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Supplemental Declaration and of the Rules and Regulations 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 or Supplemental Declaration or the Rules and Regulations, 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 or Supplemental Declaration or the Rules and Regulations; (c) by levying and collecting reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations, from any Owner or Related User for breach of this Supplemental Declaration or the Rules and Regulations by such Owner or such Related User; and (d) by exercising any remedy or remedies for nonpayment, of Assessments pursuant to Section 7 of Article V hereof.

**Section 16. Power to Provide Special Services for Owners.** The Association shall have the power to provide services to an Owner or a group of Owners. Any service or services to an Owner or group of owners shall be provided pursuant to an agreement in writing between the Association and such Owner or group of Owners. Any arrangement for the rendition of such services shall provide for payment to the Association by such owner or group of Owners of the reasonably estimated expenses of the Association for providing such services, including a fair share of the overhead expenses of the Association, plus a reasonable amount of profit for the Association, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Owner or group of owners and that the payment for such services shall be secured by a lien on the property of the Owner or group of Owners.

**Section 17. Power to Grant 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 Association Properties and the Utility Easement Area, as may be reasonably necessary or useful for the proper maintenance of the Association Properties.

**Section 18. Power to Convey and Dedicate Property to Government Agencies.** The Association shall have the power to grant, convey, dedicate or transfer any Association Properties or facilities to any public or governmental agency or authority for public use; however, if the means of ingress to and egress from a Site is through any such Association Property, then any such grant, conveyance, dedication or transfer shall be effected so as to provide ingress and egress for the benefit of the Owner of such Site.

**Section 19. Power to Borrow Money.** The Association shall have the power to borrow money but not the power to encumber Association Properties as security for such borrowing.

**Section 20. Power to Employ Managers; Management Contracts.** The Association shall have the power to retain and pay for the services of a manager or managers to undertake any of the management duties and Administrative Functions for which the Association has responsibility, and the Association may delegate any of its duties, powers or functions to any such manager. Notwithstanding any delegation to a manager of any duties, powers or functions of the Association, the Association and the Board shall remain ultimately responsible for the performance and exercise of such duties, powers and functions.

**Section 21. Power to Engage Employees, Agents and Consultants.** The Association shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration or Supplemental Declaration.

**Section 22. General Corporate Powers.** The 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 Supplemental Declaration or in the Articles of The 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 or Supplemental Declaration, or under the Articles of Incorporation, Bylaws or Rules and Regulations, 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 under this Supplemental Declaration or under the Articles of Incorporation, Bylaws or Rules and Regulations.

## **ARTICLE V**

### **Assessments**

**Section 1. Purpose of Assessment.** The Assessments provided for herein shall be used for the general purposes of promoting the recreation, health and enjoyment of the Owners and occupants of the Sites, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board. Assessments made pursuant to this and not in lieu of, Assessments made pursuant to the

Declaration, including the duty to maintain any part of the Association in accordance with such requirements as may be imposed by the City of Franklin, Williamson County, or both, now and in the future.

**Section 2. Creation of the Lien and Personal Obligation for Assessments.**

Each Owner of any Site, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) Common Assessments; (b) Special Assessments; (c) Reimbursement Assessments; and (d) fines which may be imposed against such Site in accordance the terms of this Declaration or Supplemental Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Site against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, also shall be the personal obligation of the person who was the Owner of such Site at the time the Assessment fell due. Each Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of a Site, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid Assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the Assessment for delinquents. Unless otherwise provided by the Board, the Assessment shall be paid in annual installment.

**Section 3. Common Assessments.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming Assessment Year which costs shall include, but not be limited to, that portion of the Common Assessments attributable to the Association Area assessed by the Association pursuant to the Declaration or Supplemental Declaration. The Board shall cause the budget and the Assessments to be levied against each Site for the following Assessment Year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the Assessment shall become effective. Notwithstanding the foregoing, however, in the event the Board fails for any reason so to determine the budget for the succeeding Assessment Year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then Current Assessment Year shall continue for the succeeding Assessment Year. 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 Supplemental Declaration or a release of the liability of any Owner to pay Common Assessments, or any installment thereof, for that or any subsequent Assessment Year.

The amount of Common Assessments for any Assessment Year which is assessed against each Site shall be computed by multiplying the total amount to be raised by

Common Assessments for that Assessment Year, as shown in the budget for that Assessment Year, by a fraction determined, as of the first day of that Assessment Year the numerator of which shall be one (1), and the denominator of which shall be the total number of Sites in the Association Area, additional assessments related to the Townhome Association will be billed using the same formula.

**Section 4. Special Assessments.** In addition to Common Assessments, the Board may, subject to the provisions of this Section, levy one or more additional Assessments for the purpose of raising funds, not provided by Common Assessments, to: (a) construct or reconstruct, repair, remodel, replace or maintain improvements upon Association Properties, including necessary personal property related thereto, and to pay ad valorem taxes and insurance on Association Properties; (b) add to the Association Properties; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration or Supplemental Declaration or as may be required by the City of Franklin, Williamson County, or both; (d) repay any loan made to the Association to enable it to perform any duty or function authorized in this Declaration or Supplemental Declaration; or (e) to pay that portion of any Special Assessment attributable to the Association Area levied by the Association pursuant to the Declaration. Such Assessment shall be known as a "Special Assessment." The proportion of each Special Assessment to be paid by an Owner of a Site shall be equal to the percentage of the annual Common Assessment for such Site for the Assessment Year in which the Special Assessment is made divided by the total annual Common Assessments for all Sites within the Association Area for such Assessment Year. Special Assessments relating to the Townhome Association shall be paid solely by Owners in the Townhome Association. The Association shall notify Owners in writing of the amount and purpose of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable, and the Owners shall pay any such Special Assessment in the manner so specified.

**Section 5. Reimbursement Assessments** Subject to the provisions hereof, the Board may levy an Assessment, known as a "Reimbursement Assessment", against any Owner who willfully or negligently fails to comply with this Declaration or Supplemental Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations for any loss sustained by reason of such failure which shall have resulted in the expenditure of funds by the Association to remedy a problem or to cause compliance. Any Reimbursement Assessment shall be levied only after Notice and Hearing. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty days after notice to the Owner(s) of the decision of the Board stating that the Reimbursement Assessment is owing and stating the amount thereof.

**Section 6. Lien for Assessments.** All sums assessed against any Site pursuant to this Declaration or Supplemental Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Site in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Site, except for (a) liens of ad valorem taxes; (b) liens for all sums unpaid on a first mortgage, on any secondary purchase money, Mortgage, or on any Mortgage to Declarant duly recorded in the land records of the

county where the Site is located and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument; and (c) any Assessments by the Association; provided, however, that the subordination of the lien for Assessments to the foregoing Mortgages shall apply only to Assessments that shall have become due and payable prior to a sale or transfer of such Site pursuant to a Foreclosure. Such sale or transfer shall not relieve such Site from liability for any Assessments accruing after such sale or transfer. All other persons acquiring liens or encumbrances on any Site after this Declaration Supplemental Declaration shall have been recorded in such records shall be denied to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

**Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.** Any Assessments which are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine and shall bear interest from the date due at the rate of one and one-half percent (1-1/2%) per month until the date of payment. The Board shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the Assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the Assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Site at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No Owner may waive or otherwise except liability for the Assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Site. No diminution or abatement of Assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or Supplemental Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late

charges, then interest and then to delinquent Assessments.

**Section 8. Date of Commencement of Annual Assessments.** The Assessments provided for herein shall commence as to all Sites on the date of purchase by a homeowner and shall be due and payable in a manner and on a schedule as the Board may provide. The first Assessment shall be adjusted according to the number of months then remaining in that fiscal year. Assessments due from a homebuilder during construction of a home for sale to a customer, shall be determined by Developer/Declarant.

**Section 9. Exempt Property.** The following property and Persons subject to this Declaration or Supplemental Declaration shall be exempted from all Assessments hereunder: (a) the grantee in conveyances made for the purpose of granting utility easements; (b) the Association and all Association Properties; and (c) Townhome Sub-Association common areas.

**Section 10. Estoppel Certificate.** Upon the payment of such reasonable fee as may be determined from time to time by the Board and upon the written request of any Owner, any Mortgagee or Person with, or intending to acquire, any right, title or interest in the Site of such Owner, the Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Association and then unpaid with respect to such Site and/or the owner thereof and setting forth the amount of any assessment levied against such Site 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 to establish that for all purposes 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 Site. The same shall apply to Estoppel Certificates issued by the Association for Townhome Properties.

**Section 11. No Offsets.** All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions shall be permitted for any reason, including, without limitation, any claim of non-use of Association Properties or improvements, or any claim of non-use of Association Properties or improvements, or claims that the Association, the Board or the Development Review Committee is not properly exercising its duties under this Declaration or Supplemental Declaration.

**Section 12. Specific Site Assessments.** **The Board shall have the power to** specifically assess particular Sites pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Sites for the following Association expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility

of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Sites may be specifically assessed equitably among all of the Sites which are benefitted according to the benefit received.

(b) Expenses of the Association which benefit all Sites, but which do not provide an equal benefit to all Sites, may be assessed equitably among all Sites according to the benefit received.

## **ARTICLE VI**

### **Association Properties**

**Section 1. Owner's Rights and Use and Enjoyment Generally.** Every Owner shall have a right and easement of enjoyment in and to the Association Properties, which shall be appurtenant to and shall pass with the title to each Site subject to the provisions contained in this Declaration or Supplemental Declaration, the Articles of Incorporation, By-Laws and the Rules and Regulations. All Owners may use the Association Properties, unless otherwise provided in this Declaration or Supplemental Declaration, subject to the following conditions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Owners and tenants who may use the Association Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(b) the right of the Association to suspend the voting rights of a owner and the right of an Owner to use the recreational facilities in the Association Area, if any, for any period during which any assessment against his Site which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of this Declaration or Supplemental Declaration, By-Laws, or rules and regulations.

(c) the right of the Association to borrow money for the purpose of improving the Association Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Site or Owner, or the holder of any Mortgage, irrespective of when executed given by Declarant or any Site encumbering any Site or other property located within the Association Area (any provision in this Declaration or Supplemental Declaration or in such Mortgage given by the Association to the Contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Site or Owner, or the holder



of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Site or other property located within the Association Area); and

(d) the right of the Association to dedicate or transfer all or any portion of the Association Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the owners present, or represented by proxy, at a meeting duly called for such purpose and by the Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Declaration or Supplemental Declaration.

(e) Any Owner may delegate his or her right of use and enjoyment in and to the Association Property and facilities located thereon to the members of his or her family, his or her tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of any leased Site.

**Section 2. Right of Association to Regulate Use.** The Association, acting through the Board, shall have the power to regulate the use of Association Properties by Owners or Related Users of Owners to further and enhance the overall rights of use and enjoyment of all Owners, including imposing reasonable limits on the times of use and number of Persons permitted to use Association Properties.

**Section 3. No Partition of Single-Family Sub-Association Properties.** No Owner shall have the right to partition or seek partition of the Association Properties or any part thereof.

**Section 4. Liability of Owner for Damage by Owner and owners Invitee or Tenant.** Each owner shall be liable to the Association for any damage to Association Properties or for any expense or liability incurred by the Association, to the extent not covered by insurance, which may be sustained by reason of the negligence or willful misconduct of such Owner and or Owners invitee to the property and or any Tenant that the owner may have leased property to and for any violation by such Owner of this Declaration or Supplemental Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations. The Association shall have the power, as elsewhere provided in this Declaration or Supplemental Declaration, to levy and collect a Reimbursement Assessment against an Owner to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration or Supplemental Declaration, Bylaws or Rules and Regulations, or for any increased insurance premiums directly attributable to any such damage or any such violation.

**Section 5. Damage, Destruction of Required Improvements to Association Properties.** In the event of damage to Association Properties by fire or other casualty or in the event any governmental authority shall require any repair, reconstruction or replacement of any Association Properties, the Association shall have the duty to repair, reconstruct or replace the same. Subject to the provisions of Section 7 hereof, any insurance proceeds payable by reason of damage or destruction of Association Properties by fire or other casualty shall be paid to the Association and shall be used, to the extent necessary, to pay

the costs of repair, reconstruction or replacement. If funds from insurance proceeds or from available reserves are insufficient to pay all costs of repair, reconstruction or replacement of improvements damaged or destroyed, or if the Association is required to make repairs, replacements or improvements by governmental authorities, the Association may, in order to make up any deficiency in the insurance proceeds or to pay for the required repair, replacement or improvement, levy a Special Assessment as elsewhere provided in this Declaration or Supplemental Declaration, or if an owner or group of owners is liable or responsible for such damage, levy a Reimbursement Assessment against the Owner or group of owners responsible thereof, to provide the additional funds necessary as elsewhere provided in this Declaration or Supplemental Declaration. Repair, reconstruction or replacement of Association Properties shall be done under such contracting and bidding procedures as the Board shall reasonably determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction and replacement, the Association shall use the same for future maintenance, repair, improvement and operation of Association Properties or return the funds to the insurance company. Any damage or Insurance deductible shall be paid by the owner that is responsible for the damage or paid by the owner who's property may or may not be effected by damage that may or may not be covered by an association policy of insurance.

**Section 7. Association Powers in the Event of Condemnation.** If any Association Properties or interests therein are taken under exercise of the power of eminent domain or by private purchase in lieu 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 shall have the exclusive right to participate in such condemnation proceedings as they pertain to Association Properties 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 Association Properties, or may be used for improvements or additions to, or operation of, Association Properties; 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.

**Section 8. Title to Association Properties on Dissolution of Association.** In the event of the dissolution of the Association, the Association Properties shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies, or to a nonprofit 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 particular Association Property was held by the Association. To the extent the foregoing is not possible, the Association Properties, and the proceeds from the sale or disposition shall be distributed to Owners in proportion to their then

prevailing shares for the payment of Common Assessments.

## **ARTICLE VII**

### **Declarant's Rights and Reservations**

**Section 1. Declarant's Rights and Reservations.** Nothing in this Declaration or Supplemental Declaration shall limit or detract from the rights and reservations of Declarant under Article VII of the Declaration. All rights and reservations of Declarant contained herein are in addition to, and not in lieu of, rights and reservations of Declarant contained in the Declaration.

**Section 2. Additional Rights - Construction and Sale Period.** Notwithstanding any provisions contained in this Declaration or Supplemental Declaration, the By-Laws, Articles of Incorporation, rules and regulations, use restrictions, and any amendments to any of the foregoing, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege, and easement with respect to the Association Area for the benefit of Declarant, its successors and assigns over, under, in and/or on the Association Area, without obligation and without charge to Declarant, for the purposes of taking all actions related to or connected with construction, installation, relocation, development sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the Association Area and any other property now owned or which may in the future be owned by Declarant, (such other property is hereinafter referred to as "Additional Property"). The reserved easement shall constitute a burden on the title to the Association Area and specifically includes, but is not limited to:

(a) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Association Area; and the right to tie into any portion of the Association Area with streets, driveways, parking areas, walkways; and the right to tie into and/or otherwise connect and use (without a tap-oil or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the Association Area; and

(b) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices in the Association Area.

(c) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Association Area, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

(d) If these reserved easements are exercised without annexing any

Additional Property to the Association Area, the Owners of the affected Additional Property shall share the costs, if any, of using and maintaining utility and similar facilities, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities with the Owners in the Association Area in the proportion that the number of completed dwellings on the affected Additional Property bears to the total number of complete dwellings upon the affected Additional Property and the number of Sites in the Association Area. The costs of maintenance and repair of Association Area streets and driveways shall likewise be apportioned to the affected Additional Property if the only means of vehicular access to the affected Additional Property is across the Association Area. For the purposes of this provision, a dwelling on the affected Additional Property shall be considered completed when a certificate of occupancy has been granted. The allocation of expenses and the collection therefor may be done on a monthly, quarterly, or annual basis as may reasonably be determined by the Association in accordance with this Supplemental Declaration. If any of the Additional Property is added to the Association Area, from the time of its annexation, the sharing of costs and expenses and the use of any property so added shall be governed by this Declaration or Supplemental Declaration, rather than by these reserved easements.

## **ARTICLE VIII**

### **Use Restrictions and Rules**

**Section 1. Declaration Restrictions.** Nothing contained in this Declaration or Supplemental Declaration shall modify or limit the General Restrictions set forth in Article VIII of the Declaration. All restrictions contained herein are in addition to, and not in lieu of, the General Restrictions contained in the Declaration.

**Section 2. General Restrictions.** The Board may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Sites and the Association. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Association Area. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Association Area. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the vote of Owners holding a Majority of the total votes in the Association and by the vote of the Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Supplemental Declaration as provided herein.

**Section 3. (A) Use of Sites.** All Sites shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or from any Site at any time except with the written approval of the Association. Leasing of a Site for residential purposes only shall not be considered a business or business activity.

**(B)** Any fencing along the rear of any Site, the rear boundary, shall be constructed a minimum of five (5) feet away from the rear property line.

**Section 4. Signs.** No sign of any kind shall be erected by an Owner within the Association Area without the written consent of the Board and the Development Review Committee. The Board shall have the right to erect reasonable and appropriate signs. The Association has determined to install upgraded street signs different from that provided by governmental authorities and the cost of maintenance of such upgraded signage shall be included in the annual budget for Common Assessments. This section shall not preclude the use of one for sale sign and one for lease sign to be placed upon any lot within the community while a dwelling is actively for sale or for lease. Pointer signs for the use of directing the public to an open house and a sign stating "Open House" may be erected and placed on the property on the day of the open house and must be removed at the conclusion of the open house from the property. Further any use of any signage during the declarant control period that the declarant may seem fit to be used to market and identify a sales office, lots for sale, pointer type signs, any directional sign for construction traffic or a sign used to identify a lot in the community shall be permitted at the sole discretion of Declarant.

**Section 5. Vehicles.** Vehicles shall not be parked on any Association Area street. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, scooters, trucks, campers, buses, and automobiles. Work trucks, and the like shall be required to be parked inside a garage so as not to be visible by other Owners. No vehicle that is not operable on the roadway shall be permitted upon any lot. Any Vehicle that is not operable on the roadway shall not be stored upon any lot. After notification of non-compliance an owner shall have five (5) days to remove any non-operable vehicle. Should an owner fail to remove a non-operable vehicle the board may enter the lot and remove the vehicle at the sole expense of the owner of the vehicle the board.

**Section 6. Leasing.** Sites may be leased for residential purposes. The restriction on leasing property in the Townhome Association, shall be subject to specific restrictions affecting those properties.

**Section 7. Animals and Pets.** No animals, livestock, or poultry of any kind included but not limited to goats, chickens, roosters, pigs, horses, outside cats, feral cats may be raised, bred, kept, or permitted except common household pets, in a number not exceeding 4 of any like kind pet, provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the Health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Sites or the owner of any property located adjacent to the Association Area may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Site be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Association Area.

**Section 8. Nuisance.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Site. No Site shall be used, in whole or in part, for the storage of any property or thing

that will cause such Site to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Site that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Site, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Site. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Owners.

**Section 9. Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken in any part of the Association Area.

**Section 10. Gardens, Basketball Goals, Etc.** Ornamental plants and shrubbery (and only ornamental plants and shrubbery) may be planted between the rear of the dwelling and any street line. All plantings must be out of any drainage or other easement all other planting may be done only with prior written approval of the Board or in accordance with the guidelines previously established by the Board. No vegetable garden, hammocks, or statuary may be placed, erected, allowed or maintained in the front yard of any Site without the prior written consent of the Board or its designee. Basketball goals may be installed after the type and location has been previously approved in writing by the Board.

**Section 11. Site Distance at intersections.** All Sites at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at the corner of a Sites where this would create a traffic or sight problem.

**Section 12. Subdivision of Site.** No Site shall be subdivided or its boundary lines changed except with the prior written approval of the Association. Declarant, however, hereby expressly reserves the right to replat any Site or Sites. Any such division, boundary line change, or replotting shall not be in violation of the applicable subdivision and zoning regulations.

**Section 13. Guns.** The use of firearms in the Association Area is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types.

## **ARTICLE IX**

### **Development And Design Approval**

**Section 1.** As provided in this Declaration or Supplemental Declaration, the

approval of the Development Review Committee shall be required for any "Improvement to Property" on any Site in the Association Area, except for any improvements to Property made by Declarant and except as prior approval may be waived or certain improvements to Property may be exempted in writing or under written guidelines or rules promulgated by the Board of the Association or the Development Review Committee because approval in such case or cases is not reasonably required to carry out the purposes of the Declaration or Supplemental Declaration.

## **Section 2. Design Review Committee.**

(a) The Development Review Committee, established herein, establishes and creates "Reese Design Review Committee" (the "Design Review Committee"), to act for and on behalf of the Development Review Committee with respect to the promulgation, adoption, administration and enforcement of development guidelines for the Association Area.

(b) The Design Review Committee shall consist of three members and, so long as Declarant owns at least one (1) Site in the Association Area, Declarant shall have the right to appoint such members. Thereafter, the members shall be appointed by the Board of the Association.

(c) As of the date of this Declaration, the Design Review Committee adopted development guidelines for the Association Area (the "Development Guidelines"), copies of which are available at the offices of the Association. From time to time, the Design Review Committee, may amend, modify or promulgate additional guidelines to the Development Guidelines, provided however, any additional guidelines shall not materially and adversely affect the rights of Owners who already have acquired Sites. Moreover, from time to time the Design Review Committee, may grant reasonable variances from the strict compliance with the Development Guidelines, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require, or when strict application of the Development Guidelines would be unreasonable or unduly harsh under the circumstances.

(d) All Improvements to the Property shall comply with this Declaration or Supplemental Declaration and the Development Guidelines, as such Development Guidelines are amended, modified and expanded from time to time pursuant to subparagraph © above. Approval by the Design Review Committee shall not be deemed to be approval of the structural or engineering accuracy of the Improvements to the Property, but merely to confirm the aesthetic plans submitted meet with Development Guidelines.

(e) All Improvements are subject to the Notice of Completion from the Design Review Committee and/or their architect the improvements on a Property are completed in accordance with the approved plans, and a Notice of Non-Compliance from the

Development Review Committee that the improvements are not in compliance with the approved plans approved by the Development Review Committee.

## **ARTICLE X**

### **Condemnation**

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all owners of Sites subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners, subject to approvals from any mortgage lien holders.

## **ARTICLE XI**

### **Section 1. Annexation By Declarant.**

(a) As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until ten (10) years after the recording of this Declaration or Supplemental Declaration annex additional property into this Association.

(b) The rights reserved unto Declarant to subject additional land to this Declaration or Supplemental Declaration shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or Supplemental Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration or Supplemental Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

## **ARTICLE XII**

### **Mortgagee Provisions**

The following provisions are for the benefit of holders of first Mortgages on Sites in the Association Area. The provisions of this Article apply to both this Declaration and Supplemental Declaration and to the By-Laws, notwithstanding any other provisions contained therein.



**Section 1. Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Site number), (therefore becoming an “eligible holder”), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Association Area or which affects any Site on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Site subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request is entitled to written notice from the Association of any default in the performance by an Owner of a Site of any obligation under this Declaration or Supplemental Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Mortgage holders.

**Section 2. Special FHLMC Provision.** So long as required by the Federal Home Loan Mortgage Corporation (The mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide encumber, sell, or transfer the Association Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Association Property shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme or regulations or enforcement thereof pertaining to the architecture, design or the exterior appearance and maintenance of Sites and of the Association Property (the issuance and amendment of architectural standards, procedures, rules, and regulations of use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this

subsection);

(d) fail to maintain insurance, as required by this Supplemental Declaration;  
or

(e) use hazard insurance proceeds for any Association Property losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained in Article XII, Section 2, of this Declaration or Supplemental Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration or Supplemental Declaration for any of the acts set out in this Section 2. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Association Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

**Section 3. No Priority.** No provision of this Declaration or Supplemental Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Site in the case of distribution to Such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Association Property.

**Section 4. Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Site.

**Section 5. Amendments by Board.** Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

## ARTICLE XIII

### Easements

**Section 1. Easements for Utilities.** There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Association Area for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Association Area or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve Association Area. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires,

conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

**Section 2. Easements for Maintenance and Repair.** There shall be reciprocal appurtenant easements between adjacent Sites for the purpose of maintaining or repairing the improvements located on each Site which easement shall extend to a distance of not more than ten (10) feet as measured from any point on the common boundary between the Sites and along a line perpendicular to such boundary at such point. The easement shall be used only for such period of time as is reasonably necessary in order to complete the needed maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the Site over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Site shall be restored to substantially the same condition as existed prior to the damage.

## **ARTICLE XIV**

### **Builders**

**Section 1. Builder – Additional Rights.** Subject to the provisions of Section 2 of this Article, Declarant hereby grants to Hidden Valley Homes, LLC or Barlow Builders, LLC (collectively “Builder”) the following easements, rights and privileges with respect to the Sites acquired by that Builder for the benefit of that Builder for the purpose of taking all actions related to or connected with construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment of single-family residential dwellings on the Sites acquired by that Builder:

(a) The right of temporary access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Association Area for construction purposes;

(b) The right to the tie into and/or other-wise connect and use, replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on under and/or over the Association Area;

(c) The right to tie into any portion of the Association Area with streets, driveways, parking areas and walkways;

(d) The right to the reasonable use of Association Area Properties in connection with the development, construction, promotion, marketing, sale and leasing of properties within the Association Area, by erecting and maintaining on any part of the Association Properties such signs as the Builder may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale and leasing of parcels of real property within the Association Properties; provided, however, that the

Builder shall pay all costs occasioned by such use, including without limitation maintenance and repair expenses;

(e) The right to replat any Site or Sites owned by that Builder provided that any such division, boundary line change or replotting shall comply with applicable subdivision and zoning regulations; and

(f) The right to erect and use construction trailers, model homes and sales offices on the Sites owned by that Builder during the construction and sales period.

**Section 2. Limitations and Declarant Approval.** The easements, rights and privileges granted to a Builder under Section 1 of this Article are subject to all of the following:

(a) the easements, rights and privileges are personal to a Builder and may not be assigned without prior written consent of the Declarant;

(b) in the case of the easement, right and privilege described in Subparagraph (3) of Section 1 of this Article, the Builder exercising such right, shall, after the completion of the construction in question, restore the easement area to its original condition prior to use, at its sole cost and expense; and

(c) each and every exercise of the easements, rights and privileges granted to a Builder pursuant to Section 1 of this Article shall be subject to the prior written approval of the Declarant, which approval shall not be unreasonably withheld or delayed unless Declarant determines in the exercise of commercially reasonable judgment that the proposed exercise of an easement, right and privilege by a Builder will materially and adversely impair other Sites in the Association Area.

## **ARTICLE XV**

### **General Provisions**

**Section 1. Enforcement.** Each Owner and every occupant of a Site shall comply strictly with the By-Laws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Supplemental Declaration and in the deed to his or her Site, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration or Supplemental Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a

waiver of the right to do so thereafter..

**Section 2. Self-Help.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Site or any portion of the Association Property to abate or remove, using such force as may be reasonably necessary any erection, thing or condition which violates this Declaration or Supplemental Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

**Section 3. Amendment.** For and during the first forty-eight (48) months following the recording of this Declaration, any of the covenants, conditions, restrictions, easements, equitable servitudes and other provisions contained in this Declaration may be unilaterally amended or terminated by Declarant, or new covenants, conditions, restrictions, easement, reservations, rights-of-way, equitable servitudes and other provisions may be unilaterally added by Declarant, by the Recordation of a written instrument, executed by Declarant, setting forth such amendment, termination or additions. From and after the end of said forty-eight (48) month period, this Declaration and Supplemental Declaration may be amended unilaterally at any time from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Sites subject to this Supplemental Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Sites subject to this Declaration or Supplemental Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Sites subject to this Declaration or Supplemental Declaration; provided, however, any such amendment shall not adversely affect the title to any owner's Site unless any such Owner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration or Supplemental Declaration as provided in Article XI hereof, Declarant may unilaterally amend this Declaration or Supplemental Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any Site without the consent of the affected owner.

In addition to the above, this Declaration or Supplemental Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the Owners and the consent of the Declarant, so long as Declarant has an option unilaterally to subject additional property to this Declaration or Supplemental Declaration as provided herein. Amendments to this Declaration or Supplemental Declaration shall become effective upon recordation, unless a later effective date is specified therein.

**Section 4. Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**Section 5. Severability.** Whenever possible, each provision of this Supplemental Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Supplemental Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Supplemental Declaration are declared to be severable.

**Section 6. Captions.** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**Section 7. Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of this Supplemental Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Charles, King of England.

**Section 8. Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by then Board) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 9. INTENTIONALLY OMITTED

**Section 10. Books and Records.**

(a) Inspection by Members and Mortgages. This Declaration or

Supplemental Declaration, the By-Laws, copies of rules and use restrictions, membership register, books of account, and minutes; of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

(d) The fining policy for the Association shall be as follows this fine shall apply to the violation of any Rule and Regulation or any item contained herein.

- First Offence \$0.00
- Second Offence \$50.00
- Third Offence \$100.00
- Concurrent offences committed within the same calendar year shall be fined at the amount of the third offence every (7) Seven days until such time as the offence is cured.

(d) Pet Waste: All owners shall promptly remove any pet waste from the common area. Pet waste shall not be permitted to accumulate on any lot in the association that may result in an offensive condition as determined by the board. Should pet waste be allowed to accumulate the board shall provide written notification to the owner to remove said waste in the event the pet waste is not removed the association may at the option of the board remove said pet waste. Any and all cost for removal shall be at the expense of the property owner, any owner that does not promptly remove pet waste from the common shall be assessed a fine in the amount of \$250.00 per occurrence.

**Section 12. Notice of Sale or Lease.** In the event an Owner sells or leases his or her Site, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Site and such other information as the Board may reasonably require.

**Section 13. Regulation by the City of Franklin.** Each Owner hereby agrees that the City of Franklin Tennessee, is authorized and empowered to require the Association and each Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Association Properties, including, but not limited to, detention ponds and storm water

maintenance agreements. In the event that the City of Franklin, Tennessee, or any agent thereof, determines that the Association Properties are being maintained in a manner which is dangerous or detrimental to the health, safety and welfare of the community, pursuant to the provisions of the Franklin Municipal Charter and Code, the City of Franklin, Tennessee, and its agents, may upon twenty (20) days' notice to the Association enter upon the Association Properties and make any repairs or improvements to the Association Properties which City of Franklin and its agents deem necessary to remedy such conditions. Thereafter, the Association and each Owner shall be obligated to pay to the City of Franklin its costs for all improvements, work and/or labor, supplied or furnished to the Association Properties. The obligation to pay said costs shall be a personal obligation of the Association and each Owner, jointly and severally. All such costs shall be paid to the City of Franklin, Tennessee, within fifteen (15) days of receipt from the City of Franklin, Tennessee, of a statement for such costs, which receipt shall be required to be served upon the President of the Association only. All Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each Site in favor of the City of Franklin, Tennessee, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. The City of Franklin, Tennessee, may bring an action at law against the Association and/or any Owner, or foreclose the lien against any property owned by any owner. Neither the Association nor any Owner may waive or otherwise escape liability for the cost incurred by the City of Franklin, Tennessee, as described herein. The provisions of this Section 13 are not subject to amendment without approval of the City of Franklin.

## **ARTICLE XVI**

### **SUBASSOCIATION THE TOWNHOMES OF THE FIELDS AT REESE FARMS**

WHEREAS, Developer has, by this Declaration, submitted a certain tract of real estate located in the County of Williamson, State of Tennessee, more particularly described on attached Exhibit A to this Declaration. This townhome Sub-Association shall be further and additionally subject to the terms and provisions of the this Declaration of the Townhomes of the Fields at Reese Farm, being lots 90-108 as shown on the Plat of The Fields at Reese Farm, of record in Plat Book P81, page 110; and

WHEREAS, Developer intends to and does hereby submit the above-described townhome lots to the provisions of the Tennessee Horizontal Property Act as codified as 66-27-101, et seq., of Tennessee Code Annotated and thereby cause a planned unit development to be organized and developed under Tennessee law pursuant to the Act; and

WHEREAS, Developer further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees and any other persons hereafter acquiring any interest in the Property shall hold said interest subject to, certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and



obligations with respect to the proper use, conduct and maintenance thereof, all as more particularly hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of ownership and use of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Developer, as the legal titleholder of the Property, and for the purposes above set forth, declares as follows:

1. Definitions. As used herein, unless the context otherwise requires:

- (a) "Act" means the Tennessee Horizontal Property Act (T.C.A. § 66-27-101 et seq.). All capitalized terms not otherwise defined herein but defined in the Act, shall be deemed to have the meaning ascribed to them in the Act.
- (b) "Association" is a non-profit Tennessee corporation known as Townhomes of the Fields at Rees Farm Owners Association, Inc., which includes as members all of the Townhome Owners. This Association shall be a sub-association of the Fields at Reese Farm and subject to such Declarations, Assessment and rules as may be determined by Fields At Reese Farm.
- (c) "Board of Directors" or "Board" means the administering body of the Association.
- (d) "Building" means any building located on the Property and containing the Units. The Building(s) is delineated on the Plat.
- (e) "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit C and by this reference made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the Bylaws.
- (f) "Common Elements" means all real property and improvements, owned by the Association for the common use and enjoyment of the Owners and shared by and serving all units, including, but not limited to party walls, roofs and common conduit for utilities. Common Elements shall remain undivided and shall not be the subject of an action for partition. Common Elements, other than party walls, if any, will be designated as such on the Exhibit "B1". In the event the Property contains a shared driveway, said driveway will be a Common Element with the use and maintenance of the same as a common expense.
- (g) "Declaration" means this instrument, as hereinafter provided, as such Declaration may be amended from time to time.
- (h) "Developer"/"Declarant" means Reese Farms, LLC, its successors and assigns, provided such heirs or assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein. Developer, or Developers successors or assigns shall have the right to unilaterally amend this declaration, bylaws and amendments thereto, without the joinder of any Owner.
- (i) "General. Common Elements" means and includes both Common Elements and Limited Common Elements.

(g) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Townhome or one or more adjoining Townhomes as an inseparable appurtenance thereto, the enjoyment, benefit and/or use of which is reserved to the lawful Occupants of such Townhome or Townhomes either in this Declaration, on the Plat or by the Board.

(k) "Majority" or "Majority of the Townhome Owners" means the Owners of more than fifty (50%) percent of the membership in the Association, present and then eligible to vote.

(l) "Manager" means the person or firm designated by the Board of Directors to manage the affairs of the Project.

(m) "Master Association" shall mean and refer the Declaration of Protective Covenants and Owners Association of Reese.

(n) "Member" means a member of the Association who is the Owner of a Townhome. All Owners of an individual Townhome shall be members and shall collectively be one member for any voting purposes. The cessation of the ownership of a Townhome shall terminate membership.

(o), "Occupant" means a person or persons in possession of a Townhome, regardless of whether said person is a Townhome Owners.

(p) "Owner" or "Townhome Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, owning a fee simple title to any Townhome or Townhomes within the Project. When two or more persons own a Townhome as tenants in common, joint tenants, tenants by the entirety, or otherwise, such persons shall constitute the "Owner" with respect to that Townhome.

(q) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(r) "Plat" means the representation of the Property prepared by the Owner and/or Developer and attached hereto as Exhibit B1, showing the number of each Unit, and expressing its area, location and other data necessary for identification.

(s) "Project" means the entire parcel including all structures thereon.

(t) "Private Elements" means and includes the land upon which a Townhome is located as shown on the Plat as being the Private Elements designated for each Townhome depicted thereon for which fee simple Ownership and exclusive use is reserved to that Townhome only. Notwithstanding the limits of the Private Elements depicted on the Plat, Private Elements do not include the Common Elements; provided that each Owner shall be entitled to the exclusive use of all area of the Building that are contained within each Townhome.

(u) "Property" means all the land, property and space which is the subject of this Declaration as more particularly described on Exhibit A, B1 and B2 hereto, and all structures and other improvements now or hereafter erected, constructed or contained therein or thereon, including without limitation the Buildings and all easements, rights, privileges and appurtenances belonging or in any way pertaining thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Townhome Owners.

(u)"Record" or "Recording" refers to the record or recording in the Office of the Register of Deeds in Davidson County, Tennessee.

(v)"Rules and Regulations" refer to the rules and regulations concerning the use of the Townhomes and the Common Elements, as adopted from time to time by the Board in accordance with the Declaration and Bylaws.

(w)"Townhome" means that part of the Project intended for individual Ownership and use. Each individual Townhome shall consist of all the improvements and space therein within the boundary lines for that Townhome, as set out on the Plat, attached hereto as Exhibit B2.

2. Plat. The Plat, which is incorporated herein by this reference thereto, sets forth the numbers or letters, areas, locations and other data required by the Act.

3. Townhomes. The legal description of each Townhome shall consist of the identifying number or letter of such Townhome as shown on the plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Townhome by its identifying number or letter as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Townhome Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Townhome to be separated into any tracts or parcels different from the whole Townhome as shown on the Plat.

4. (a) Association of Townhome Owners and Administration and Operation of the Property. The Association, which has been or will be incorporated, shall be the governing body for all of the Townhome Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the Bylaws and subject to the Master Association Declaration and rules. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit C and made a part hereof. The Board shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time, as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Townhome Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Townhome Owners in accordance with the provisions of the Act, this Declaration and the Bylaws. Each Townhome Owner shall be a member of the Association so long as he or she is a Townhome Owner. A Townhome Owner's membership shall automatically terminate when he ceases to be a Townhome Owner. Upon the conveyance or transfer of a Townhome Owner's Ownership interest to a new Townhome Owner, the new Townhome Owner shall simultaneously succeed to the former Townhome Owner's membership in the Association. Each unit shall only have one vote, regardless of the number of names that appear on the deed. In the event an owner is a corporation, LLC, Partnership, trust or other type legal entity not being a natural person or persons then any natural person who is an officer, director or other designated agent of such trust manager of an LLC shall be eligible to represent such entity in the affairs of the association including without limitation serving on the board of directors of the association, mater association or a committee of the association as well may hold the position of any officer and shall have all the rights afforded to any natural person that may be an owner in the community without any limitation.

Notwithstanding the foregoing, the Developer shall not be liable for the payment of any association dues, common expenses or other fees to the Association.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (sometimes herein referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c), below. The Board may require that the Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined herein below.

(c) Initial Management Agreement. The first Board, appointed as provided in the Bylaws, shall have the obligation to ratify and approve any management agreement between Developer, on behalf of the Association, and a management entity.

(d) Use by Developer. During the period of sale by Developer of any Townhomes, Developer and Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access and ingress to and egress from the Property as may be required for purposes of said sale of Townhomes. While Developer owns any of the Townhomes and until each Townhome sold by it is occupied by the purchasers, the Developer and its employees may rent, lease, use and show one or more of such unsold or unoccupied Townhomes as a model Townhome or Townhomes and may rent, lease or use one or more of such unsold unoccupied Townhomes as a sales office, and may maintain customary signs in connection therewith.

(e) Non-Liability of the Directors, Board, Officers and Owner. Neither the Board, the individual members thereof, the officers of the Association, nor Developer shall be personally liable to the Townhome Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board, members, officers or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Townhome Owner shall indemnify and hold harmless each of the Board members, such officers and Developer, and their respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of Article VII of the Bylaws.

(f) The board shall have the authority to set reasonable rules and regulations that are for the overall betterment of the association all rules and regulations shall be binding upon each lot and occupants of that lot.

(g) Fine Policy- The fine policy for the association shall be First offence 0.00, Second offence \$50.00, third offence \$100.00 all offences of the same nature shall be treated as a subsequent offence and shall be subject to the next fine levee as stated. All offences shall reset on a calendar year starting on May 1 of each year. All unpaid fines shall be subject to a late fee of not less than that which is the fine amount, all fine amounts and late fee shall be subject to the late fee as stated until such time as the fine and all late fees are paid in full. Pet Waste Fine shall be \$200.00 per occurrence.

(h) Parking: Street parking in the community is strictly prohibited, to include the alleyways, any vehicle found on the street may be towed or booted without further notification, all cost of towing or booting shall be the responsibility of the owner of the vehicle. Owners with guest shall have guest vehicles first parked in the driveway belonging to the owner of the unit that is being visited and second in a guest parking space located within the community. Parking of trailers, boats, camper trailer, wrecked vehicles or any vehicles that is not legally operable on the roadway shall not be permitted to be parked in the community other than inside of a closed garage.

(i) All pets shall be kept under the control of its owner when in the common area by leash or other type tether.

The owner must be present and in control of the animal at all times. Pets shall be confined to the inside of a unit when not in the presence of the owner that is in control of the pet. Any animal found to have become a nuisance or aggressive to the community or its members may be removed by the board. No horses, donkeys, burros, miniature horses, pigs, ducks, chickens, or any other type of non-domesticated type animal may be kept on the property for any time or purpose. Pets kept in a townhome shall not be greater than (3) three pets per unit.

(j) Flags: No flag other than the flag of the United States of America, Tennessee State flag or a flag representing a service branch of the military shall be installed upon a lot. No flag poles of any type may be installed upon any townhome lot.

(j) Yard decorations: No yard decorations including but not limited to garden statues, garden, flags, fountains, bird feeders, wind chimes, garden borders, garden fences or any other type of yard ornament or decoration shall be placed upon the lot.

(k) Holiday decorations: Holiday decorations may be permitted to be installed upon a lot not more than 20 days prior to the holiday and must be removed 5 days after the holiday. No decoration shall be deemed a nuisance to a neighboring property in that no flashing lights, moving lights, spotlights or other type of ornamental light may be used in the decoration. Holiday decorations may not contain any musical public address or may be permitted to play music of any type.

(m) No modification may be made to the exterior of the townhome without the express written permission from a majority vote of the board or by the architecture change committee. All request for change must be in writing and submitted through the approved process. Any change made without the approval by majority vote of the board may be removed by the board after the owner has received a reasonable notice of compliance. In this matter a reasonable notification would be defined as (10) ten days written notice. All cost associated with the removal of any unauthorized change shall be at the expense of the owner of the lot and shall be subject to a late fee if not paid in full within (10) days in the amount of \$50.00 per month so long as the cost are not paid.

(n) Storage of personal property. All storage of personal property must be kept out of site from any adjacent property, street or curb. Storage of personal property in a common area or on the side of a unit that is in site of another unit is strictly prohibited.

(o) Noise and other nuisance: Any noise or nuisance found to be in violation of the City of Franklin Municipal code shall be subject to a fine as outlined in this document. All parties subject to this document agree that they should be representative of being a good neighbor sensitive to the fact that they live in a community environment and agree to conduct themselves as such.

(p) Non-Owner Residents: The board shall have the authority to evict a non-owner resident that is bound by a lease document to the property. This authority shall not extend to non-owner residents that are spouses, children or otherwise related to the owner holding title to the property.

(q.) Plant material, grass, shrubs, and bushes: The owner of a lot shall have the responsibility for the replacement maintenance and upkeep of any and all plants, shrubs and grass upon the lot. The Association may at the direction of the board mow and upkeep the area in front of a townhome unit as a part of the common expense however the association shall not have the responsibility to replace any plant material or shrub or grass that may have died. The owner of the lot shall promptly replace any plant or shrub that dies with a like kind plant or shrub in an effort to keep an adequate appearance in the community. The owner shall be obligated to water all plants, shrubs and grass upon the lot in such a manner as to promote healthy growth of the plant material and grass. Should the owner of the lot fail to replace a dead plant or shrub or fail to water the grass the board at

the boards option may replace the dead plant or shrub and install an irrigation system upon the lot and hook said system to the water supply for said unit and place the cost of this action on the owner's account. All open balances will be subject to a late fee in the amount of \$50.00 per 30 day period the balance is unpaid.

(r) Play equipment: Basketball goals and other type play equipment such as but not limited to bicycles, sand boxes, water toys, pools, slip and slides, balls, nets, stands and other parts may not be stored on a lot unless kept in a garage when not in use. Any play equipment left outside for more than five (5) consecutive days may be removed by the board all cost of removal shall be billed to the lot owner account. All open balances will be subject to a late fee in the amount of \$50.00 per 30 day period the balance is unpaid.

(s) Sunshades: No sunshade or pop-up style sunshade may be erected or placed upon a lot, all sunshades or other type structure must be permanent in nature and must be approved consistent with the policy stated herein.

(t) Open burning/ grills No open burn type devise such as a fire pit of any kind shall be permitted on the lot. No use of an open flame devise shall be permitted to be used with in 10 feet of a combustible surface. Any damage that may occur to the common area or common or limited common element as a result of an open flame device shall be the responsibility of the lot owner.

5. Board's Determination Binding. In the event of any dispute or disagreement between any Townhome Owners relating to the Property, or any agreement between any Townhome Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such Townhome Owners.

6. Ownership of the Common Elements. Each Townhome Owner shall be entitled to the percentage of undivided Ownership in the Common Elements, if any, allocated to the respective Townhome owned by such Townhome Owner. Said Ownership interest in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Townhome Owners Association. The Ownership of each Townhome shall not be conveyed separate from the percentage of Ownership in the Common Elements corresponding to said Townhome. The undivided percentage of Ownership in the Common Elements corresponding to any Townhome shall be deemed conveyed or encumbered with that Townhome, even though the legal description in the instrument conveying or encumbering said Townhome may refer only to the fee title to that Townhome. Such Common Elements are not and shall not be the subject of any partition action.

7. Use of Common Elements. Each Townhome Owner shall have the right to use the Common Elements, if any, (except the Limited Common Elements) in common with all other Townhome Owners, as may be required for the purposes of access and ingress to, egress from, use, occupancy and enjoyment of the respective Townhome owned by such Townhome Owner. Such right to use Common Elements shall extend not only to each Townhome Owner, but also to his agents, customers, guests, visitors, invitees and licensees. However, each Townhome Owner also shall have the right to exclusive use and possession of the Limited Common Elements contiguous to and serving such Townhome alone. Such rights to use the Common Elements, including Limited Common Elements, shall be subject to and governed by the provisions of the Declaration, Bylaws, the Master Declaration and the rules and regulations of the Association and Master Association. In addition, the Association shall have the authority to lease grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Declaration and the Bylaws. All income derived by The Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or

prescribe.

Notwithstanding anything in this section allowing the use of the Common Elements, each Owner, or Owner's Tenant, shall park in the garage for Owner, or Owner's Tenant's, Unit. The common parking and street parking are not to be used for day to day parking or storage by Owners or Tenants. Owner or Owner's Tenant shall not park work vehicles in the driveway, a work vehicle with a logo or other name or advertising shall be parked in a garage. The Developer or Board reserves the right to tow such vehicles or fine the offending party, or both, in the even this provision is disregarded by a Unit Owner or Tenant.

8. Common Expenses. Each Townhome Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in accordance with this Declaration and the Bylaws and the Master Association (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair of the Common Elements and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Townhome Owner shall be in accordance with his percentage of Ownership in the Common Elements; provided, however, that any such expenses with respect to Limited Common Elements shall be borne by the Townhome Owners to whose Townhomes such Limited Common Elements are appurtenant, in accordance with such Townhome Owners' percentage of Ownership interest therein. Payment of common expenses, including any prepayment thereof required by a contract for sale of a Townhome, shall be in such amounts and at such times as determined in the manner provided in the Board. No Townhome Owner shall be exempt from payment of his proportionate share of the common expenses by waiver of the use or enjoyment of the Common or Limited Common Elements or by abandonment of his Townhome. If any Townhome Owner shall fail or refuse to make any such payment of common expenses when due, the amount thereof, together with the interest thereon at the maximum allowable rate at law per annum from the date that said common expenses become due and payable, plus reasonable attorney's fees incurred by the Association in the collection thereof or the enforcement of the lien herein provided, shall constitute a lien on the interest of such Townhome Owner in his Townhome and in the Property as provided in the Act. The sale or conveyance of a Townhome shall in all cases be subject to all unpaid assessments against the Townhome Owner thereof for his pro rata share in the common expenses, and if the same are not paid by the Owner thereof prior to any sale or conveyance, shall be a lien against the Townhome and shall be payable by the new Townhome Owner thereof. Likewise, all taxes and other levies and assessments by governmental taxing bodies shall be a lien against individual Townhomes. Notwithstanding the foregoing, Developer shall be exempt from payment of Common Expenses.

9. Mortgages and Deeds of Trust. Each Townhome Owner shall have the right, subject to the provisions hereof, to make separate mortgages and deeds of trust for his respective Townhome together with his respective Ownership interest in the Common Elements. No Townhome Owner shall have the right or authority to grant, make or create, or cause to be granted, made or created, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of his own Townhome and the respective percentage interest in the Common Elements corresponding thereto.

10. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Townhome Owner for his or her Townhome and his corresponding percentage of Ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Townhome Owner, but rather are taxed on the Property as a whole, then each Townhome Owner shall pay his proportionate share thereof in accordance with his respective percentage of Ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

11. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, (not to include the additions within, improvements to and decorating of the Townhomes or Limited Common Elements by the Townhome Owners) against loss or damage by fire, vandalism, malicious mischief and such other hazards as

are covered under standard extended coverage provisions for the full insurable replacement cost of the Property, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Townhome Owners in direct proportion to said Townhome Owner's respective percentage of Ownership in the Common Elements, as set forth in this Declaration, and for the holders of mortgages on his Townhome as loss payee, if any. The policy of insurance shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Townhome Owners. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Townhome Owners, premiums for such insurance shall be separately billed to each Townhome Owner for his Townhome and his corresponding percentage of Ownership in the Common Elements.

In the event of damage to or destruction of all or any part of the Common Elements as a result of fire or other casualty covered by insurance maintained by the Board pursuant hereto (unless more than two-thirds of such Buildings require reconstruction), the Board shall, in its sole and absolute discretion, determine, and without intervention of any Townhome Owner, arrange for the prompt repair and restoration of the damaged portions of Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance proceeds are insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Townhome Owners directly affected by the damage, in proportion to each such Townhome Owner's percentage of Ownership in the Common Elements.

The Board shall not be responsible for the repair, replacement or restoration of any Limited Common Elements, furniture, furnishings, fixtures or equipment installed in the Townhome by a Townhome Owner or Occupant or any other personal property located on the Property owned by a Townhome Owner or Occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board. The Board in its sole discretion shall determine which Townhome Owners are directly affected by the damage.

Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all the Buildings and Common Elements are destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Townhome Owners, the insurance proceeds shall be delivered to the Townhome Owners or their mortgagees, as their interests may appear, in proportion to the percentage interest of each Townhome Owner in the Common Elements; and the Board, as soon as is reasonably practicable and as agent for the Townhome Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale and of all insurance policies shall thereupon be distributed to the Townhome Owners or their mortgagees, as their interest may appear, in proportion to the percentage interest of each Townhome Owner in the Common Elements. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent or the Board shall, or if it does not, any Townhome Owner or mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

Reconstruction also shall not be compulsory where the whole or more than two-thirds (2/3) of any one of the Buildings is destroyed, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Townhome Owners directly affected, the net proceeds of insurance policies shall be divided among all the Townhome Owners directly affected by the casualty in proportion to their respective common interests as determined in the sole discretion of the Board, after paying from the share of such affected Townhome Owner the just amount of any unpaid liens on his Townhome, in the order of priority of such



liens. Notwithstanding the foregoing, no such disbursement of the aforesaid insurance proceeds shall occur unless simultaneously with such disbursement each affected Townhome Owner delivers to the Board a recordable deed quit claiming his interest in his Townhome or affected portion thereof to the Association and also delivers to the Board a recordable release of any liens on his Townhome or the affected portion thereof. Upon the recording of the aforesaid deeds and releases, each such Townhome or affected portion thereof shall be deemed withdrawn and thereafter to be Common Elements. Upon the withdrawal of any Townhome or portion thereof, the percentage interest in the Common Elements allocable to such Townhome shall be reallocated among the remaining Townhomes on the basis of the percentage of interest of each remaining Townhome. If only a portion of a Townhome is withdrawn, the percentage of interest appurtenant to that Townhome shall be reduced accordingly, as determined by the Board. After the Board has effectuated any such withdrawal, the responsibility for the payment of assessments for any such withdrawn Townhome or portion thereof shall cease.

The Board also shall have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Townhome Owner, the mortgagee(s) of Record, if any, the Association, its officers, directors, Board and employees, Developer and any Managing Agent, from (i) liability in connection with the Common Elements, and (ii) liability arising out of legal proceedings relating to employment contracts to which the Association is a party (to the extent such insurance is reasonably available). The premiums for such insurance shall be a common expense; however, at the option of the Board, and upon written notice to all Townhome Owners, premiums for such insurance shall be separately billed to each Townhome Owner in proportionate amounts corresponding to such Townhome Owner's percentage of Ownership in the Common Elements. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

The Board, in its sole discretion, also shall have authority to and may obtain such other insurance and bonds as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was director or officer of the Association, or a member of any such committee. The premiums for such insurance and bonds shall be a common expense.

Each Townhome Owner shall be responsible for obtaining his own insurance on the contents of his own Townhome as well as his additions and improvements thereto, all decorations, furnishings and personal property therein, and any personal property stored elsewhere on the Property. In addition, in the event a Townhome Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against. Loss or damage by fire and such other hazards obtained by the Board for the benefit of all of the Townhome Owners as part of the common expenses, as above provided, said Townhome Owner may at his option and expense, obtain additional insurance.

12. Maintenance , Repairs and Replacements. Each Townhome owner at his own expense shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Townhome and Limited Common Elements exclusively serving his or her Townhome or the Board may cause the same to be done at the expense of the Townhome Owner. Each Townhome Owner shall be responsible for the maintenance, repairs to and replacements of Limited Common Elements attached to such Owner's Unit, including, but not limited to roof, roofing structure, windows, doors, patios, porches, decks, grass, gutters, heating or air-conditioning units, window boxes, landscaping, walls (interior and exterior, but excluding the party wall) and the portions of the Building that are not Common Elements. Maintenance, repairs and replacement of the Common Elements, including but not

limited to sidewalks, parking area, yard, common utility lines, common pipes, common ducts, common wires, common cables, fences and installations for the common use of the Townhomes shall be part of the common expenses and shall be furnished by the Association subject to the provisions of this Declaration, the Bylaws and the rules and regulations of the Association.

If, due to the act or neglect of a Townhome Owner, or of his agent, invitee or licensee, damage shall be caused to the Common Elements or to a Townhome or Townhomes owned by others, or maintenance, repair or replacement are required that would otherwise be a common expense, then such Townhome Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier. The authorized representatives of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Townhomes and Limited Common Elements as may be required in connection with the preservation of any individual Townhome or Limited Common Elements in the event of an emergency, or in connection with any maintenance, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Townhomes, Common Elements and Limited Common Elements, or to make any alteration required by any governmental authority.

13. Alterations, Additions or Improvements. The Common Elements, or any additions or improvements thereto, shall not be altered or changed by any Townhome Owner, without the prior written consent of the Board and the Master Association Design Review Committee. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the Bylaws or Master Association. Any Townhome Owner may make non-structural alterations, additions or improvements within the Townhome without the prior written approval of the Board or Master Association Design Review Committee, but such Townhome Owner shall be responsible for any damages to other Townhomes, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

14. Decorations, Cleaning, Landscaping. Each Townhome Owner, at his own expense, shall furnish and be responsible for all decorations, landscaping and cleaning within his own Townhome and the Limited Common Elements serving his Townhome, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorations. Each Townhome Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of his Townhome. All gutters, windows and screens of a Townhome shall be cleaned, washed and replaced at the expense of the Owner of that Townhome.

15. Encroachments. If any portions of the party wall or Common Elements shall actually encroach upon any Townhome, or if any Townhome shall actually encroach upon any portions of the Common Elements, or if any Townhome shall actually encroach upon another Townhome, as the Common Elements and Townhomes are shown by the Plat, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Townhome Owners involved, to the extent of such encroachments, so long as the same shall exist.

16. Use and Occupancy Restrictions. Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than as allowed by municipal zoning laws. No Unit shall be used for a Non-Owner Occupied Short Term Rental. No more than 19 total Units may be owned as a non-owner occupied property at any time.

17. Remedies. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws or the rules and regulations of the Board or the Association or the Master Association, by any Townhome Owner

(either by his own conduct or by the conduct of any other Occupant of his Townhome or any invitee or licensee thereof) the Association or Master Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies that may be provided for in the Act, this Declaration, the Bylaws, Master Association Declaration or said rules and regulations, or that may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Townhome Owner and/or other Occupant for enforcement of any lien and the appointment of a receiver for the Townhome and Ownership interest of such Townhome Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest, thereon at the maximum allowed rate by law per annum until paid, shall be charged to and assessed against such defaulting Townhome Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association and/or Master Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Townhome and Ownership in interest in the Common Elements of such defaulting Townhome Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Townhome or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such Townhome Owner, except for the amount of the proportionate share of said common expenses that become due and payable from and after the date on which the beneficiary of said mortgage or deed of trust either takes possession of the Townhome, accepts a conveyance of any interest therein (other than as a security) or forecloses its mortgage or deed of trust. In the event of any such default by any Townhome Owner, the Board and the manager or Managing Agent, if so authorized by the Board and the Master Association, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Townhome Owner and secured by the lien hereinabove provided. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board or Master Association. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of mortgage and deed of trust liens against Townhomes whose respective interests appear of Record.

The violation of any restriction or condition or regulation adopted by the Board, The Master Association or the breach of any covenant or provision herein contained shall give the Association, acting through the Board or the Master Association, the right, in addition to any other rights provided for in this Declaration: (a) to enter (either peaceably or forcibly without liability to such Townhome Owner for such entry) upon the Townhome, or any portion of the Property upon which or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the defaulting Townhome Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board or Master Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Townhome Owner for such entry) of such Townhome Owner's interest in the Property and to maintain an action for possession of such Townhome in the manner provided by law.

If any Townhome Owner (either by his own conduct or the conduct of any other Occupant of his Townhome or any invitee or licensee thereof) shall violate the Act, or any of the covenants, restrictions or provisions of this Declaration or any of the rules and regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Townhome Owner in writing from the Board or Master Association, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board or Master Association, then the Board or Master Association shall have the power to issue to said defaulting Townhome Owner a notice in writing terminating the rights of the said

defaulting Townhome Owner to continue as a Townhome Owner and to continue to occupy, use or control his Townhome, and thereupon an action in equity may be filed by the Association, acting through the Board or Master Association, against said defaulting Townhome Owner for a decree of mandatory injunction against such defaulting Townhome Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Townhome Owner's right to occupy, use or control the Townhome owned by him on account of said violation, and ordering that all right, title and interest of said defaulting Townhome Owner in the Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Townhome Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of proceeding and sale, and all such items shall be taxed against said defaulting Townhome Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or liens hereunder, shall be paid to said defaulting Townhome Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Townhome and the Townhome Owner's corresponding percentage of Ownership in the Common Elements, and to immediate possession of the Townhome sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Townhome Ownership sold subject to this Declaration or Master Association Declaration.

18. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by not less than sixty-seven percent (67%) of the Townhome Owners and acknowledged; provided, however, that all lien holders of Record shall have been notified by certified mail of such change, modification or rescission and an affidavit by the secretary of the Association certifying to such mailing shall be made a part of such instrument. However, as long as Developer owns any of the units, it shall be deemed that Developer has the authority to unilaterally amend the declarations for a period of 10 years from the date of recording, without the joinder of any Townhome Owner. Additionally, as long as Developer owns any property subject to this Declaration or Master Declaration, no amendment by the Townhome Owners shall be effective, regardless of percentage vote, unless Developer executes said amendment.

Notwithstanding the foregoing, if the Act, this Declaration or the Bylaws require the consent or agreement of all Townhome Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Townhome Owners or all lien holders or both as required by the Act or this Declaration. The change, modification or rescission, shall be effective upon the Recording of such instrument; provided, however, that no provisions in the Declaration may be changed, modified or rescinded so as to conflict with the provisions of this Act.

19. Notices. Notices provided for in the Act, this Declaration or the Bylaws shall be in writing (including, but not limited to communications, via E-mail), and shall be addressed to the Association, the Board or any Townhome Owner, as the case may be. The Association or Board may designate a different address or addresses for notices by written notice of such change of address to all Townhome Owners. Any Townhome Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by the United States registered or certified mail, when sent via E-mail, or when delivered in person with written acknowledgement of the receipt thereof. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Townhome shall be given a copy of all notices permitted or required by this Declaration to be given to the Townhome Owner or Owners whose Townhome is subject to such mortgage or trust deed.

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

21. Rights and Obligations. Each grantee of Developer, by the acceptance of a deed of conveyance with respect to any part of the Property, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges of, and the jurisdiction, rights and powers created or reserved by, this Declaration and the Master Association. All future Townhome Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration and Master Association. Any restrictions or rules in the Bylaws that are more than administrative in nature such as, but not limited to, reservations in favor of and future rights of Developer, are hereby incorporated into and made a part of this Declaration and Master Association by reference. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration and Master Association were recited and stipulated at length in each and every such deed of conveyance or contract for conveyance.

All present and future Townhome Owners, tenants and occupants of a Townhome shall be subject to, and shall comply with, the provisions of the Bylaws and Master Association, as they may be amended from time to time. The acceptance of a deed of conveyance, devise of or lease to a Townhome, or the entering into occupancy of any Townhome, shall constitute an agreement that the provisions of the Bylaws and Master Association and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Townhome Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Townhome, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

The terms and conditions of this Declaration, the Bylaws, Master Association and the rules and regulations promulgated thereunder may be incorporated by reference in, and become part of any agreement between any first mortgagee and any Townhome Owner who enters into such agreement with a first mortgagee. When so incorporated, any default, in the terms and conditions of this Declaration, the Bylaws, Master Association or the said rules and regulations may be considered as a default by the first mortgagee, whereupon said first mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Townhome Owner.

22. Trustee as Townhome Owner. In the event title to any Townhome is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Townhome remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be considered Townhome Owners for all purposes and they shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration or Master Association against such Townhome. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation created hereunder, and such trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Townhome and the beneficiaries of such trust,

notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Townhome.

23. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association and/or Master Association. If a majority of the Board in its sole and absolute discretion approve the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, the Board shall disburse the proceeds of such award to the contractor(s) engaged in such repair and restoration in appropriate progress payments, In the event that the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of each Townhome's percentage of Ownership in the Common Elements.

24. Rights Reserved. The Townhome Owners' rights of enjoyment in the Common Elements shall be subject to:

(a) The right of the Association and Master Association, as provided in its Declarations and Bylaws, to suspend the enjoyment rights of any member in utilities, ingress and egress, and all other rights in the Common Elements for any period during which any Assessment remains unpaid, and for such period as it considers appropriate for any infraction to its published rules and regulations; and

(b) The right of the Association and Master Association to charge reasonable fees for the use of designated parts of the Common Elements; and

(c) The right of the Association and Master Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer, nor any determination as to the purposes or conditions thereof: shall be effective unless Developer (or its successors or assigns) and members of the Association and Master Association entitled to cast two-thirds of the total votes of all classes of members entitled to vote thereon have approved such dedication, transfer, purpose or condition; and

(d) In addition to the unilateral right to amend, the right of Developer, at its sole expense, and in its sole discretion, to relocate, expand, modify, reduce, enlarge or extend existing driveways, parking areas and yard and to construct, relocate, expand, modify, reduce, enlarge or extend sewers, utility lines or service connections in order to serve the existing Building; and

(e) The right of the Association and Master Association to grant such licenses, permits, easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing, maintenance and operation of the Common Elements and the individual Townhomes.

25. Captions. 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.

26. Gender and Number. The use of the masculine or neuter gender in this Declaration and in the Bylaws shall be deemed to include the masculine, feminine and neuter gender whenever the context so requires, and the use of the singular shall be deemed to include the plural whenever the context so dictates.

**IN WITNESS WHEREOF**, the undersigned, being the duly appointed officers of

Declarant herein, have executed this instrument and affixed the corporate seal this May 31<sup>st</sup>, 2024

Reese Farms, LLC (Declarant)

By: B. B. Solomon  
Bryan B. Solomon

Its: Authorized Agent

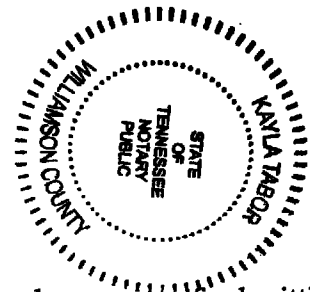
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public, of the state and county mentioned, personally appeared Bryan B. Solomon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Authorized Agent of Reese Farms, LLC the within named bargainor, a corporation, and that he as such Authorized Agent executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as such Officer.

Witness my hand and seal this May 31, 2024.

K. A. Taber  
Notary

My commission expires: 3/28/28



Barlow Builders, LLC and JGL, LLC hereby join in this Declaration for the sole purpose of submitting the following lots to this Declaration and Bylaws:

Being all of Lots 109, 110, 112, 113, 114, 121, 122, 123, 124 & 125 on the Plan of the Fields at Reese Farm PUD Subdivision, Section I, Final Subdivision Plat, of record in Plat Book P81, page 110, Register's Office for Williamson County, Tennessee.

Barlow Builders, LLC

B. B. Solomon  
By: Bryan B. Solomon  
Its: CFO

JGL, LLC

J. Trent Lehman  
By: J. Trent Lehman  
Its: Authorized Agent

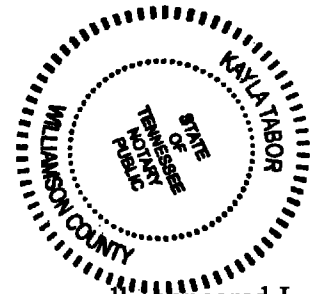
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public, of the state and county mentioned, personally appeared Bryan B. Solomon , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CFO of Barlow Builders, LLC the within named bargainer, a corporation, and that he as such CFO executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as such Officer.

Witness my hand and seal this May 31, 2024.

  
\_\_\_\_\_  
Notary

My commission expires: 3/28/28



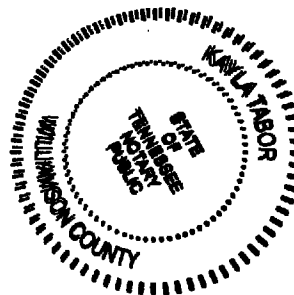
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public, of the state and county mentioned, personally appeared J. Trent Lehman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Authorized Agent of JGL, LLC the within named bargainer, a corporation, and that he as such Authorized Agent executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as such Officer.

Witness my hand and seal this May 31, 2024.

  
\_\_\_\_\_  
Notary

My commission expires: 3/28/28





**EXHIBIT "A"**

Land in Williamson County, Tennessee more particularly described as follows, to-wit:

A certain parcel or tract of land lying in the 9th Civil District of Williamson County, Tennessee, being bounded on the South by Del Rio Pike (50' ROW), on the West by Reed, Book 26, Page 51, and by More, Book 5467, Page 800, on the North by the South right of way of Mack Hatcher Parkway, and on the East by the Harpeth River; said parcel is more particularly described as follows:

BEGINNING at an iron rod (old) in the North right of way of Del Rio Pike being the Southeast corner of Reed, Book 26, Page 51, and the Southwest corner of said herein-described tract;

THENCE, leaving Del Rio with the East line of Reed North 18 degrees 22 minutes 01 seconds East, for a distance of 271.85' to an iron rod (old) at Reed's Northeast corner;

THENCE, with the North line of Reed, North 76 degrees 05 minutes 57 seconds West, for a distance of 283.70' to an iron rod (old), said iron rod being Reed's Northwest corner, the Southeast corner of More, Book 5467, Page 800, and a Southwest corner of said herein-described tract:

THENCE, with More's East line being the West line of said herein-described tract and running generally with an existing fence line; North 07 degrees 41 minutes 45 seconds East, for a distance of 1630.70' to an iron rod (old) in the South right of way of Mack Hatcher Parkway;

THENCE, with said South right of way for the following calls:

North 82 degrees 56 minutes 18 seconds East, for a distance of 538.87' to an iron rod (old); South 07 degrees 00 minutes 56 seconds East, for a distance of 22.01' to an iron rod (old); North 82 degrees 57 minutes 42 seconds East, for a distance of 222.07' to an iron rod (old); North 09 degrees 36 minutes 11 seconds East, for a distance of 55.71 feet to a point;  
North 82 degrees 57 minutes 22 seconds East, for a distance of 109.12' to a point in the Harpeth River:

THENCE, with the meanders of the Harpeth River for the following calls (the center of the Harpeth River being the East line of said herein-described property and the West line of Anderton Family Partnership, no sales of record):

South 08 degrees 08 minutes 48 seconds West, for a distance of 480.80' to a point;  
South 00 degrees 43 minutes 56 seconds West, for a distance of 302.02' to a point;  
South 10 degrees 04 minutes 03 seconds East, for a distance of 131.92' to a point;  
South 29 degrees 48 minutes 16 seconds East, for a distance of 141.23' to a point;  
South 35 degrees 13 minutes 25 seconds East, for a distance of 245.36' to a point, said point being the Southwest corner of Anderton Family Partnership and the Northwest corner of Rizer Point P.U.D. Subdivision Section 4 as of record in Book P62, Page 39;

THENCE, leaving the said Harpeth River and with Rizer Point for the following calls;

South 23 degrees 54 minutes 14 seconds West, for a total distance of 795.54' (passing an iron pin at 174.80') to an iron rod (old)

South 01 degrees 56 minutes 17 seconds East, for a distance of 224.52' to an iron rod (old) in the North right of way of Del Rio Pike, said iron rod being the Southeasterly corner of said herein-described parcel;

THENCE, with said North right of way of Del Rio Pike, North 82 degrees 23 minutes 41 seconds West, for a distance of 758.80' to the POINT OF BEGINNING and CONTAINING 43.97 Acres (1,915,336.42 square feet), more or less, according to a survey by Wilson & Associates dated 4/18/18, certified 5/9/2018, last revised 5/7/2019.

Being the same property conveyed to Reese Farms LLC, a Tennessee Limited Liability Company-by deed from Clayton Properties Group, Inc., a Tennessee corporation dated June 30, 2022 of record in Book 9045, page 596 Register's Office for Williamson County, Tennessee.

AND

Being all of Lots 109, 110, 112, 113, 114, on the Plan of the Fields at Reese Farm PUD Subdivision, Section I, Final Subdivision Plat, of record in Plat Book P81, page 110, Register's Office for Williamson County, Tennessee.

Being the same property conveyed to JGL, LLC by Deed from Reese Farms, LLC of record in Book 9390, page 616, Register's Office for Williamson County, Tennessee.

AND

Being all of Lots 121, 122, 123, 124 & 125 on the Plan of the Fields at Reese Farm PUD Subdivision, Section I, Final Subdivision Plat, of record in Plat Book P81, page 110, Register's Office for Williamson County, Tennessee.

Being the same property conveyed to Barlow Builders, LLC by Deed from Reese Farms, LLC of record in Book 9390, page 393 and Book 9398, page 680, Register's Office for Williamson County, Tennessee.

EXHIBIT B1

### THE FIELDS AT REESE FARM PUD SUBDIVISION SECTION 1

**OWNER:** REESE FARMS, LLC  
300 STANBERRY LANE  
FRANKLIN, TN 37068  
AUSTIN PENNINGTON

**ENGINEER:** KIMLEY-HORN & ASSOCIATES  
4051 ASPEN GROVE DR  
NASHVILLE, TN 37067  
(615) 844-2701

**SURVEYOR:** JOEY C. WILSON II, P.E., R.L.S.  
WILSON & ASSOCIATES, P.C.  
108 BEASLEY DRIVE  
FRANKLIN, TN 37064  
(615) 794-2275  
JWILSON@WILSONPC.COM

**PROJECT NO. 11318**    **CDF PROJECT NO. 8219**

**DATE:** 09/27/00

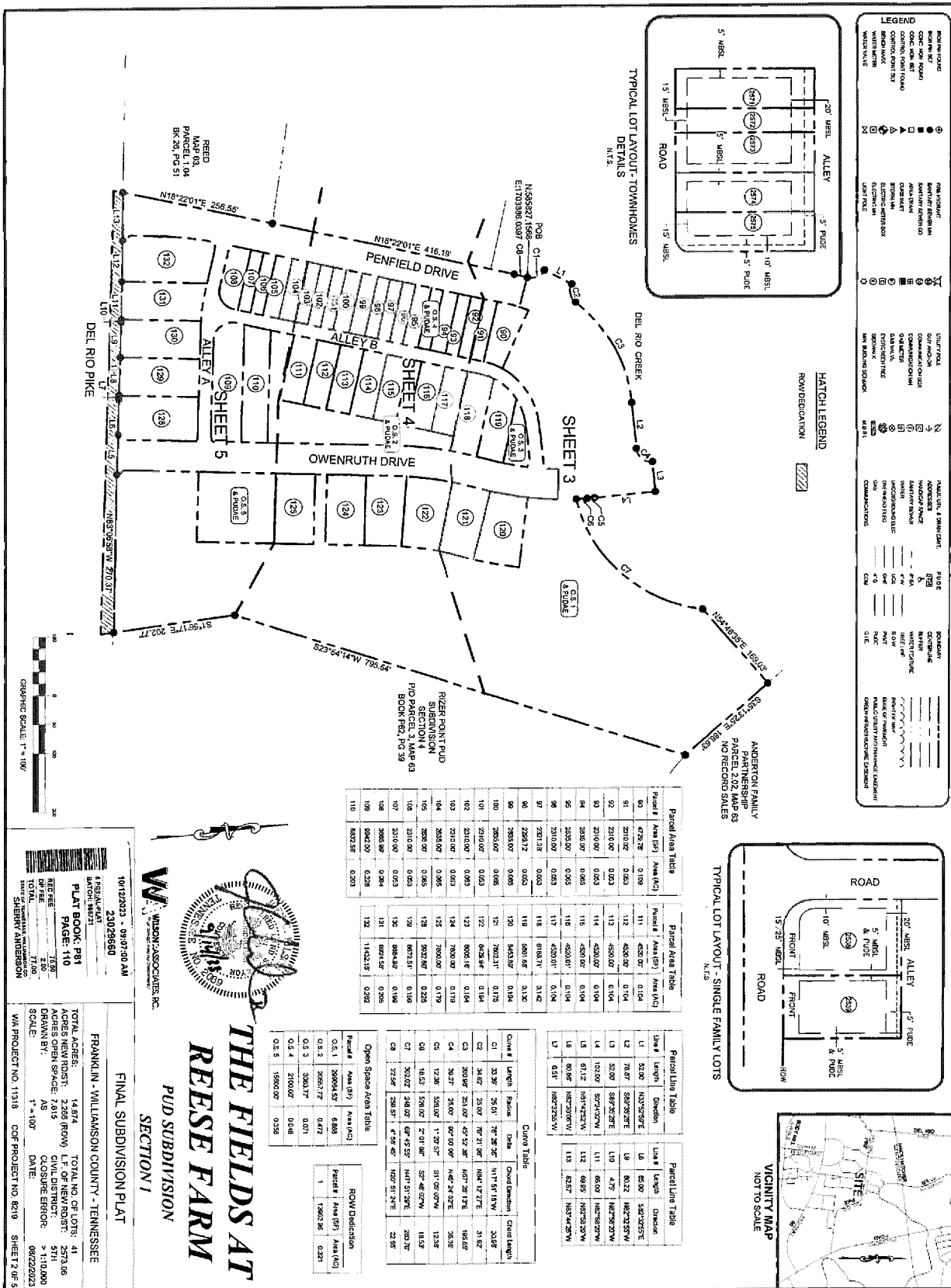
**SCALE:** 1" = 100'

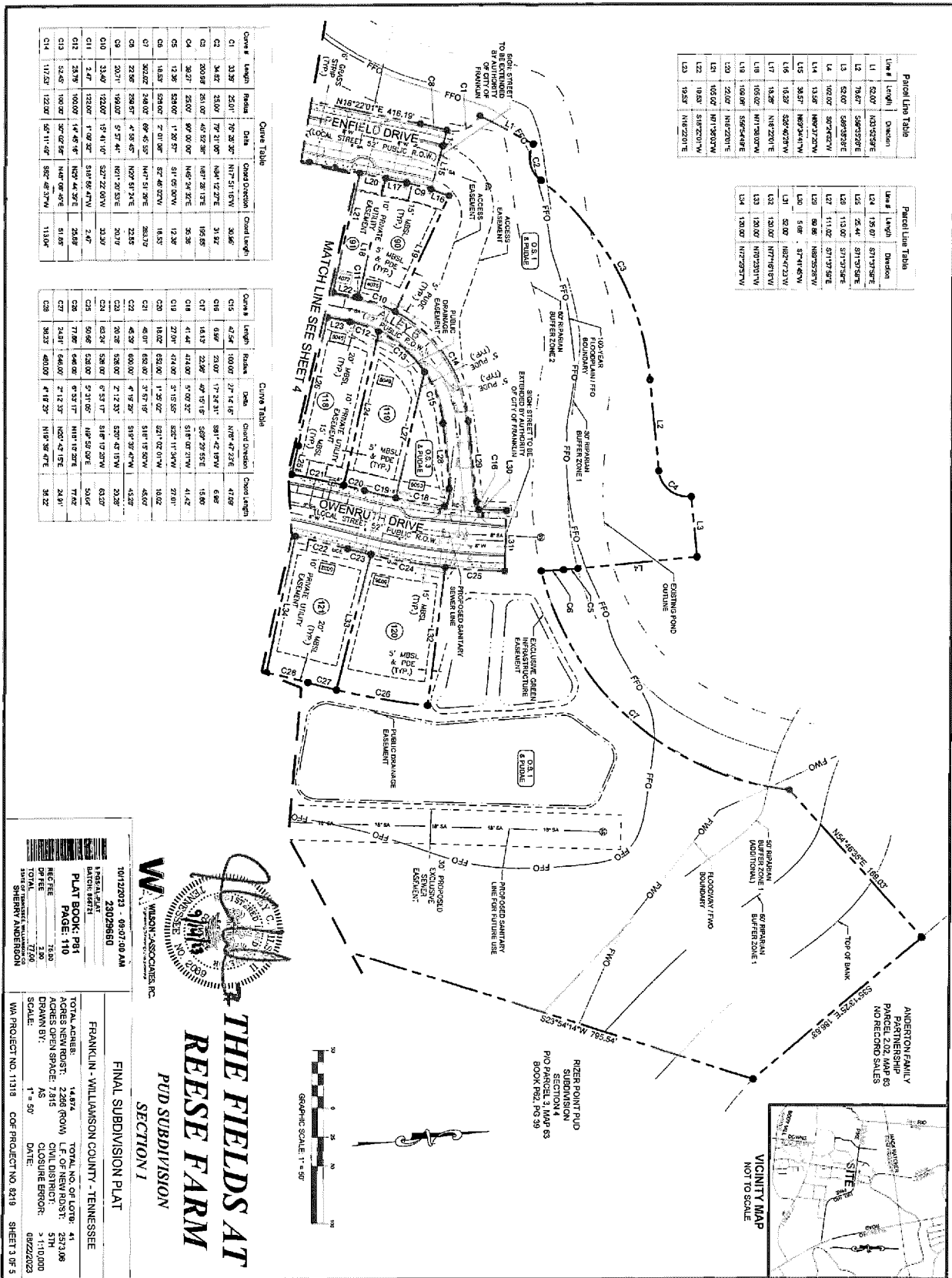
**SHEET 1 OF 3**

**GRAPHIC SCALE:** 1" = 100'

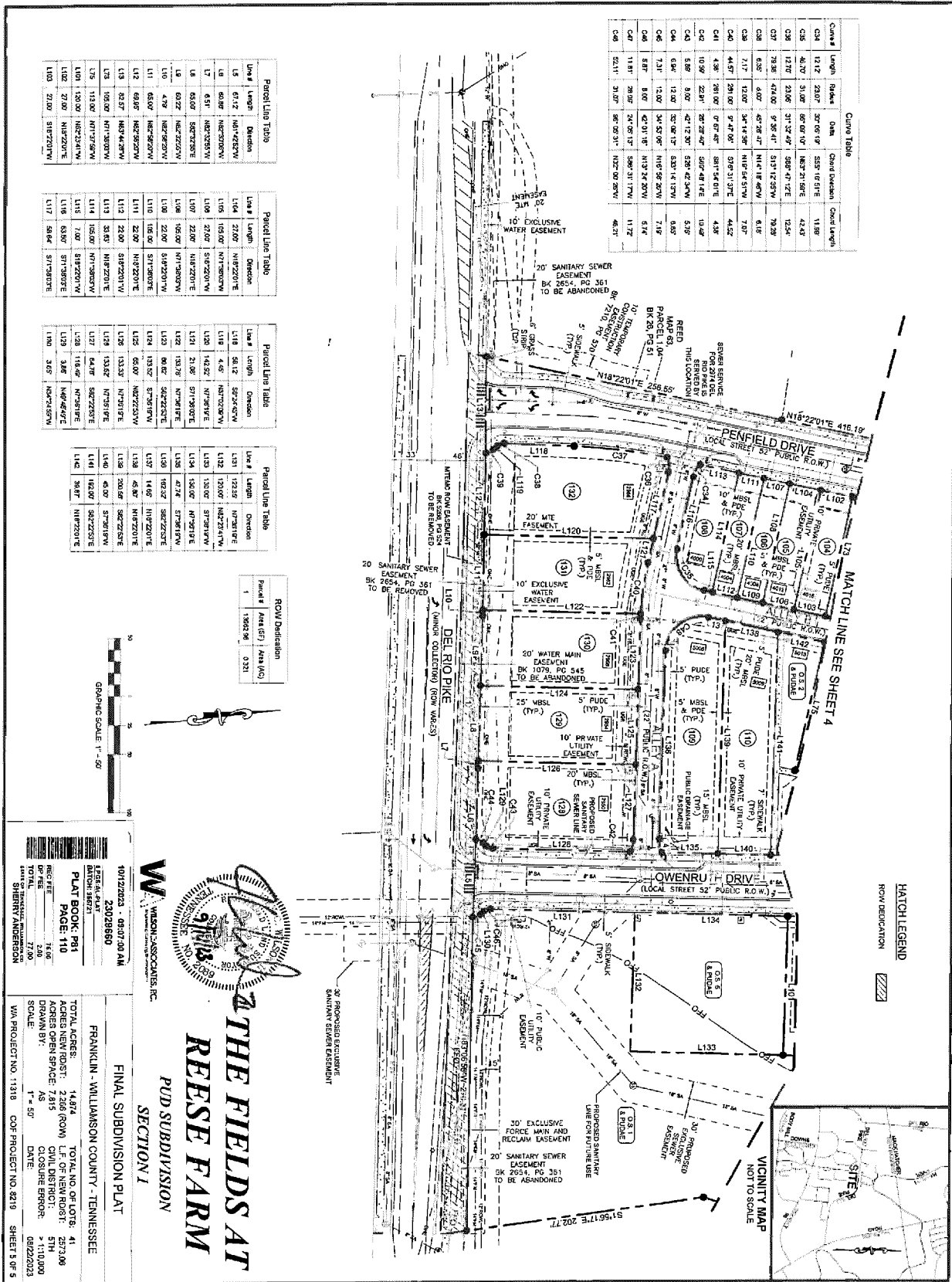
**LEGEND**

1. 1/8" DIA. CIRCULAR	2. 1/4" DIA. CIRCULAR	3. 1/2" DIA. CIRCULAR	4. 3/4" DIA. CIRCULAR	5. 1" DIA. CIRCULAR	6. 1 1/2" DIA. CIRCULAR	7. 2" DIA. CIRCULAR	8. 3" DIA. CIRCULAR	9. 4" DIA. CIRCULAR	10. 6" DIA. CIRCULAR	11. 8" DIA. CIRCULAR	12. 10" DIA. CIRCULAR	13. 12" DIA. CIRCULAR	14. 14" DIA. CIRCULAR	15. 16" DIA. CIRCULAR	16. 18" DIA. CIRCULAR	17. 20" DIA. CIRCULAR	18. 22" DIA. CIRCULAR	19. 24" DIA. CIRCULAR	20. 26" DIA. CIRCULAR	21. 28" DIA. CIRCULAR	22. 30" DIA. CIRCULAR	23. 32" DIA. CIRCULAR	24. 34" DIA. CIRCULAR	25. 36" DIA. CIRCULAR	26. 38" DIA. CIRCULAR	27. 40" DIA. CIRCULAR	28. 42" DIA. CIRCULAR	29. 44" DIA. CIRCULAR	30. 46" DIA. CIRCULAR	31. 48" DIA. CIRCULAR	32. 50" DIA. CIRCULAR	33. 52" DIA. CIRCULAR	34. 54" DIA. CIRCULAR	35. 56" DIA. CIRCULAR	36. 58" DIA. CIRCULAR	37. 60" DIA. CIRCULAR	38. 62" DIA. CIRCULAR	39. 64" DIA. CIRCULAR	40. 66" DIA. CIRCULAR	41. 68" DIA. CIRCULAR	42. 70" DIA. CIRCULAR	43. 72" DIA. CIRCULAR	44. 74" DIA. CIRCULAR	45. 76" DIA. CIRCULAR	46. 78" DIA. CIRCULAR	47. 80" DIA. CIRCULAR	48. 82" DIA. CIRCULAR	49. 84" DIA. CIRCULAR	50. 86" DIA. CIRCULAR	51. 88" DIA. CIRCULAR	52. 90" DIA. CIRCULAR	53. 92" DIA. CIRCULAR	54. 94" DIA. CIRCULAR	55. 96" DIA. CIRCULAR	56. 98" DIA. CIRCULAR	57. 100" DIA. CIRCULAR	58. 102" DIA. CIRCULAR	59. 104" DIA. CIRCULAR	60. 106" DIA. CIRCULAR	61. 108" DIA. CIRCULAR	62. 110" DIA. CIRCULAR	63. 112" DIA. CIRCULAR	64. 114" DIA. CIRCULAR	65. 116" DIA. CIRCULAR	66. 118" DIA. CIRCULAR	67. 120" DIA. CIRCULAR	68. 122" DIA. CIRCULAR	69. 124" DIA. CIRCULAR	70. 126" DIA. CIRCULAR	71. 128" DIA. CIRCULAR	72. 130" DIA. CIRCULAR	73. 132" DIA. CIRCULAR	74. 134" DIA. CIRCULAR	75. 136" DIA. CIRCULAR	76. 138" DIA. CIRCULAR	77. 140" DIA. CIRCULAR	78. 142" DIA. CIRCULAR	79. 144" DIA. CIRCULAR	80. 146" DIA. CIRCULAR	81. 148" DIA. CIRCULAR	82. 150" DIA. CIRCULAR	83. 152" DIA. CIRCULAR	84. 154" DIA. CIRCULAR	85. 156" DIA. CIRCULAR	86. 158" DIA. CIRCULAR	87. 160" DIA. CIRCULAR	88. 162" DIA. CIRCULAR	89. 164" DIA. CIRCULAR	90. 166" DIA. CIRCULAR	91. 168" DIA. CIRCULAR	92. 170" DIA. CIRCULAR	93. 172" DIA. CIRCULAR	94. 174" DIA. CIRCULAR	95. 176" DIA. CIRCULAR	96. 178" DIA. CIRCULAR	97. 180" DIA. CIRCULAR	98. 182" DIA. CIRCULAR	99. 184" DIA. CIRCULAR	100. 186" DIA. CIRCULAR	101. 188" DIA. CIRCULAR	102. 190" DIA. CIRCULAR	103. 192" DIA. CIRCULAR	104. 194" DIA. CIRCULAR	105. 196" DIA. CIRCULAR	106. 198" DIA. CIRCULAR	107. 200" DIA. CIRCULAR	108. 202" DIA. CIRCULAR	109. 204" DIA. CIRCULAR	110. 206" DIA. CIRCULAR	111. 208" DIA. CIRCULAR	112. 210" DIA. CIRCULAR	113. 212" DIA. CIRCULAR	114. 214" DIA. CIRCULAR	115. 216" DIA. CIRCULAR	116. 218" DIA. CIRCULAR	117. 220" DIA. CIRCULAR	118. 222" DIA. CIRCULAR	119. 224" DIA. CIRCULAR	120. 226" DIA. CIRCULAR	121. 228" DIA. CIRCULAR	122. 230" DIA. CIRCULAR	123. 232" DIA. CIRCULAR	124. 234" DIA. CIRCULAR	125. 236" DIA. CIRCULAR	126. 238" DIA. CIRCULAR	127. 240" DIA. CIRCULAR	128. 242" DIA. CIRCULAR	129. 244" DIA. CIRCULAR	130. 246" DIA. CIRCULAR	131. 248" DIA. CIRCULAR	132. 250" DIA. CIRCULAR	133. 252" DIA. CIRCULAR	134. 254" DIA. CIRCULAR	135. 256" DIA. CIRCULAR	136. 258" DIA. CIRCULAR	137. 260" DIA. CIRCULAR	138. 262" DIA. CIRCULAR	139. 264" DIA. CIRCULAR	140. 266" DIA. CIRCULAR	141. 268" DIA. CIRCULAR	142. 270" DIA. CIRCULAR	143. 272" DIA. CIRCULAR	144. 274" DIA. CIRCULAR	145. 276" DIA. CIRCULAR	146. 278" DIA. CIRCULAR	147. 280" DIA. CIRCULAR	148. 282" DIA. CIRCULAR	149. 284" DIA. CIRCULAR	150. 286" DIA. CIRCULAR	151. 288" DIA. CIRCULAR	152. 290" DIA. CIRCULAR	153. 292" DIA. CIRCULAR	154. 294" DIA. CIRCULAR	155. 296" DIA. CIRCULAR	156. 298" DIA. CIRCULAR	157. 300" DIA. CIRCULAR	158. 302" DIA. CIRCULAR	159. 304" DIA. CIRCULAR	160. 306" DIA. CIRCULAR	161. 308" DIA. CIRCULAR	162. 310" DIA. CIRCULAR	163. 312" DIA. CIRCULAR	164. 314" DIA. CIRCULAR	165. 316" DIA. CIRCULAR	166. 318" DIA. CIRCULAR	167. 320" DIA. CIRCULAR	168. 322" DIA. CIRCULAR	169. 324" DIA. CIRCULAR	170. 326" DIA. CIRCULAR	171. 328" DIA. CIRCULAR	172. 330" DIA. CIRCULAR	173. 332" DIA. CIRCULAR	174. 334" DIA. CIRCULAR	175. 336" DIA. CIRCULAR	176. 338" DIA. CIRCULAR	177. 340" DIA. CIRCULAR	178. 342" DIA. CIRCULAR	179. 344" DIA. CIRCULAR	180. 346" DIA. CIRCULAR	181. 348" DIA. CIRCULAR	182. 350" DIA. CIRCULAR	183. 352" DIA. CIRCULAR	184. 354" DIA. CIRCULAR	185. 356" DIA. CIRCULAR	186. 358" DIA. CIRCULAR	187
-----------------------	-----------------------	-----------------------	-----------------------	---------------------	-------------------------	---------------------	---------------------	---------------------	----------------------	----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-----





1. *Journal of the American Medical Association*, 1998; 279: 1000-1005.



Catch Table

Catch #	Length	Bearing	Area	Chain Length
C1	12.12	23.07°	207.00' ±	11.89
C2	46.70	31.00°	867.00' ±	42.43
C3	12.70	23.06°	217.24' ±	12.54
C4	79.35	42.40°	97.35' ±	79.35
C5	6.07	4.00°	47.25' ±	6.18
C6	7.17	12.00°	347.14' ±	7.07
C7	44.57	291.00°	97.47' ±	44.57
C8	4.38	291.00°	97.47' ±	4.38
C9	10.99	22.87°	207.28' ±	10.48
C10	5.89	3.00°	47.12' ±	5.79
C11	6.94	13.00°	307.00' ±	6.85
C12	7.31	13.00°	347.50' ±	7.19
C13	11.81	28.00°	247.00' ±	11.72
C14	52.11	31.00°	967.00' ±	48.37

Parcel Line Table

Line #	Length	Bearing
L1	61.12	N18°22'01"E
L2	60.89	N18°22'01"E
L3	61.12	N18°22'01"E
L4	60.89	N18°22'01"E
L5	61.12	N18°22'01"E
L6	60.89	N18°22'01"E
L7	61.12	N18°22'01"E
L8	60.89	N18°22'01"E
L9	61.12	N18°22'01"E
L10	60.89	N18°22'01"E
L11	61.12	N18°22'01"E
L12	60.89	N18°22'01"E
L13	61.12	N18°22'01"E
L14	60.89	N18°22'01"E
L15	61.12	N18°22'01"E
L16	60.89	N18°22'01"E
L17	61.12	N18°22'01"E
L18	60.89	N18°22'01"E
L19	61.12	N18°22'01"E
L20	60.89	N18°22'01"E
L21	61.12	N18°22'01"E
L22	60.89	N18°22'01"E
L23	61.12	N18°22'01"E
L24	60.89	N18°22'01"E
L25	61.12	N18°22'01"E
L26	60.89	N18°22'01"E
L27	61.12	N18°22'01"E
L28	60.89	N18°22'01"E
L29	61.12	N18°22'01"E
L30	60.89	N18°22'01"E
L31	61.12	N18°22'01"E
L32	60.89	N18°22'01"E
L33	61.12	N18°22'01"E
L34	60.89	N18°22'01"E
L35	61.12	N18°22'01"E
L36	60.89	N18°22'01"E
L37	61.12	N18°22'01"E
L38	60.89	N18°22'01"E
L39	61.12	N18°22'01"E
L40	60.89	N18°22'01"E
L41	61.12	N18°22'01"E
L42	60.89	N18°22'01"E
L43	61.12	N18°22'01"E
L44	60.89	N18°22'01"E
L45	61.12	N18°22'01"E
L46	60.89	N18°22'01"E
L47	61.12	N18°22'01"E
L48	60.89	N18°22'01"E
L49	61.12	N18°22'01"E
L50	60.89	N18°22'01"E
L51	61.12	N18°22'01"E
L52	60.89	N18°22'01"E
L53	61.12	N18°22'01"E
L54	60.89	N18°22'01"E
L55	61.12	N18°22'01"E
L56	60.89	N18°22'01"E
L57	61.12	N18°22'01"E
L58	60.89	N18°22'01"E
L59	61.12	N18°22'01"E
L60	60.89	N18°22'01"E
L61	61.12	N18°22'01"E
L62	60.89	N18°22'01"E
L63	61.12	N18°22'01"E
L64	60.89	N18°22'01"E
L65	61.12	N18°22'01"E
L66	60.89	N18°22'01"E
L67	61.12	N18°22'01"E
L68	60.89	N18°22'01"E
L69	61.12	N18°22'01"E
L70	60.89	N18°22'01"E
L71	61.12	N18°22'01"E
L72	60.89	N18°22'01"E
L73	61.12	N18°22'01"E
L74	60.89	N18°22'01"E
L75	61.12	N18°22'01"E
L76	60.89	N18°22'01"E
L77	61.12	N18°22'01"E
L78	60.89	N18°22'01"E
L79	61.12	N18°22'01"E
L80	60.89	N18°22'01"E
L81	61.12	N18°22'01"E
L82	60.89	N18°22'01"E
L83	61.12	N18°22'01"E
L84	60.89	N18°22'01"E
L85	61.12	N18°22'01"E
L86	60.89	N18°22'01"E
L87	61.12	N18°22'01"E
L88	60.89	N18°22'01"E
L89	61.12	N18°22'01"E
L90	60.89	N18°22'01"E
L91	61.12	N18°22'01"E
L92	60.89	N18°22'01"E
L93	61.12	N18°22'01"E
L94	60.89	N18°22'01"E
L95	61.12	N18°22'01"E
L96	60.89	N18°22'01"E
L97	61.12	N18°22'01"E
L98	60.89	N18°22'01"E
L99	61.12	N18°22'01"E
L100	60.89	N18°22'01"E
L101	61.12	N18°22'01"E
L102	60.89	N18°22'01"E
L103	61.12	N18°22'01"E
L104	60.89	N18°22'01"E
L105	61.12	N18°22'01"E
L106	60.89	N18°22'01"E
L107	61.12	N18°22'01"E
L108	60.89	N18°22'01"E
L109	61.12	N18°22'01"E
L110	60.89	N18°22'01"E
L111	61.12	N18°22'01"E
L112	60.89	N18°22'01"E
L113	61.12	N18°22'01"E
L114	60.89	N18°22'01"E
L115	61.12	N18°22'01"E
L116	60.89	N18°22'01"E
L117	61.12	N18°22'01"E
L118	60.89	N18°22'01"E
L119	61.12	N18°22'01"E
L120	60.89	N18°22'01"E
L121	61.12	N18°22'01"E
L122	60.89	N18°22'01"E
L123	61.12	N18°22'01"E
L124	60.89	N18°22'01"E
L125	61.12	N18°22'01"E
L126	60.89	N18°22'01"E
L127	61.12	N18°22'01"E
L128	60.89	N18°22'01"E
L129	61.12	N18°22'01"E
L130	60.89	N18°22'01"E
L131	61.12	N18°22'01"E
L132	60.89	N18°22'01"E
L133	61.12	N18°22'01"E
L134	60.89	N18°22'01"E
L135	61.12	N18°22'01"E
L136	60.89	N18°22'01"E
L137	61.12	N18°22'01"E
L138	60.89	N18°22'01"E
L139	61.12	N18°22'01"E
L140	60.89	N18°22'01"E
L141	61.12	N18°22'01"E
L142	60.89	N18°22'01"E
L143	61.12	N18°22'01"E
L144	60.89	N18°22'01"E
L145	61.12	N18°22'01"E
L146	60.89	N18°22'01"E
L147	61.12	N18°22'01"E
L148	60.89	N18°22'01"E
L149	61.12	N18°22'01"E
L150	60.89	N18°22'01"E
L151	61.12	N18°22'01"E
L152	60.89	N18°22'01"E
L153	61.12	N18°22'01"E
L154	60.89	N18°22'01"E
L155	61.12	N18°22'01"E
L156	60.89	N18°22'01"E
L157	61.12	N18°22'01"E
L158	60.89	N18°22'01"E
L159	61.12	N18°22'01"E
L160	60.89	N18°22'01"E
L161	61.12	N18°22'01"E
L162	60.89	N18°22'01"E
L163	61.12	N18°22'01"E
L164	60.89	N18°22'01"E
L165	61.12	N18°22'01"E
L166	60.89	N18°22'01"E
L167	61.12	N18°22'01"E
L168	60.89	N18°22'01"E
L169	61.12	N18°22'01"E
L170	60.89	N18°22'01"E

Parcel Line Table

Line #	Length	Bearing
L16	61.12	N18°22'01"E
L17	60.89	N18°22'01"E
L18	61.12	N18°22'01"E
L19	60.89	N18°22'01"E
L20	61.12	N18°22'01"E
L21	60.89	N18°22'01"E
L22	61.12	N18°22'01"E
L23	60.89	N18°22'01"E
L24	61.12	N18°22'01"E
L25	60.89	N18°22'01"E
L26	61.12	N18°22'01"E
L27	60.89	N18°22'01"E
L28	61.12	N18°22'01"E
L29	60.89	N18°22'01"E
L30	61.12	N18°22'01"E
L31	60.89	N18°22'01"E
L32	61.12	N18°22'01"E
L33	60.89	N18°22'01"E
L34	61.12	N18°22'01"E
L35	60.89	N18°22'01"E
L36	61.12	N18°22'01"E
L37	60.89	N18°22'01"E
L38	61.12	N18°22'01"E
L39	60.89	N18°22'01"E
L40	61.12	N18°22'01"E
L41	60.89	N18°22'01"E
L42	61.12	N18°22'01"E
L43	60.89	N18°22'01"E
L44	61.12	N18°22'01"E
L45	60.89	N18°22'01"E
L46	61.12	N18°22'01"E
L47	60.89	N18°22'01"E
L48	61.12	N18°22'01"E
L49	60.89	N18°22'01"E
L50	61.12	N18°22'01"E
L51	60.89	N18°22'01"E
L52	61.12	N18°22'01"E
L53	60.89	N18°22'01"E
L54	61.12	N18°22'01"E
L55	60.89	N18°22'01"E
L56	61.12	N18°22'01"E
L57	60.89	N18°22'01"E
L58	61.12	N18°22'01"E
L59	60.89	N18°22'01"E
L60	61.12	N18°22'01"E
L61	60.89	N18°22'01"E
L62	61.12	N18°22'01"E
L63	60.89	N18°22'01"E
L64	61.12	N18°22'01"E
L65	60.89	N18°22'01"E
L66	61.12	N18°22'01"E
L67	60.89	N18°22'01"E
L68	61.12	N18°22'01"E
L69	60.89	N18°22'01"E
L70	61.12	N18°22'01"E
L71	60.89	N18°22'01"E
L72	61.12	N18°22'01"E
L73	60.89	N18°22'01"E
L74	61.12	N18°22'01"E
L75	60.89	N18°22'01"E
L76	61.12	N18°22'01"E
L77	60.89	N18°22'01"E
L78	61.12	N18°22'01"E
L79	60.89	N18°22'01"E
L80	61.12	N18°22'01"E
L81	60.89	N18°22'01"E
L82	61.12	N18°22'01"E
L83	60.89	N18°22'01"E
L84	61.12	N18°22'01"E
L85	60.89	N18°22'01"E
L86	61.12	N18°22'01"E
L87	60.89	N18°22'01"E
L88	61.12	N18°22'01"E
L89	60.89	N18°22'01"E
L90	61.12	N18°22'01"E
L91	60.89	N18°22'01"E
L92	61.12	N18°22'01"E
L93	60.89	N18°22'01"E
L94	61.12	N18°22'01"E
L95	60.89	N18°22'01"E
L96	61.12	N18°22'01"E
L97	60.89	N18°22'01"E
L98	61.12	N18°22'01"E
L99	60.89	N18°22'01"E
L100	61.12	N18°22'01"E
L101	60.89	N18°22'01"E
L102	61.12	N18°22'01"E
L103	60.89	N18°22'01"E
L104	61.12	N18°22'01"E
L105	60.89	N18°22'01"E
L106	61.12	N18°22'01"E
L107	60.89	N18°22'01"E
L108	61.12	N18°22'01"E
L109	60.89	N18°22'01"E
L110	61.12	N18°22'01"E
L111	60.89	N18°22'01"E
L112	61.12	N18°22'0

## EXHIBIT B2

# SITE PLAN FOR TOWNHOUSE PROPERTY REESE FARMS TOWNHOMES

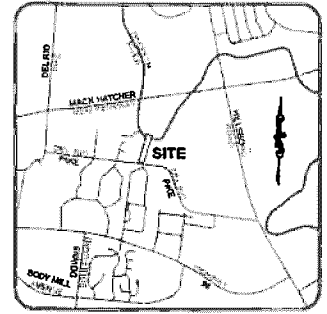
**DEED REFERENCE**

BEING THE SAME PROPERTY CONVEYED TO REESE FARMS SUBDIVISION, LLC BY WARRANTY DEED IN DEED BOOK 9045, PAGE 586, IN THE REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

**PLAT REFERENCE**

LAND IN WILLIAMSON COUNTY, TENNESSEE BEING ALL OF PHASE IN THE FINAL SUBDIVISION PLAT AS SHOWN ON PLAT BOOK P81, PAGE 110 IN THE REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

**CONTAINING 52916 SQUARE FEET OR  
1.21 ACRES MORE OR LESS**



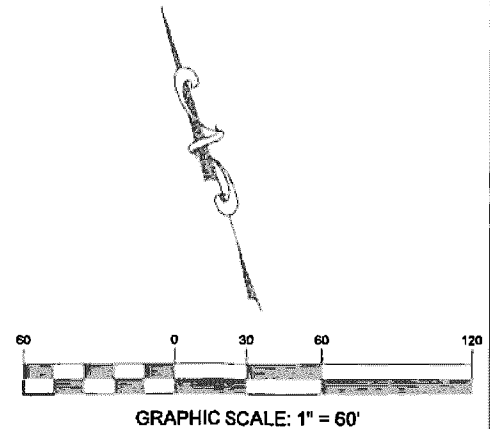
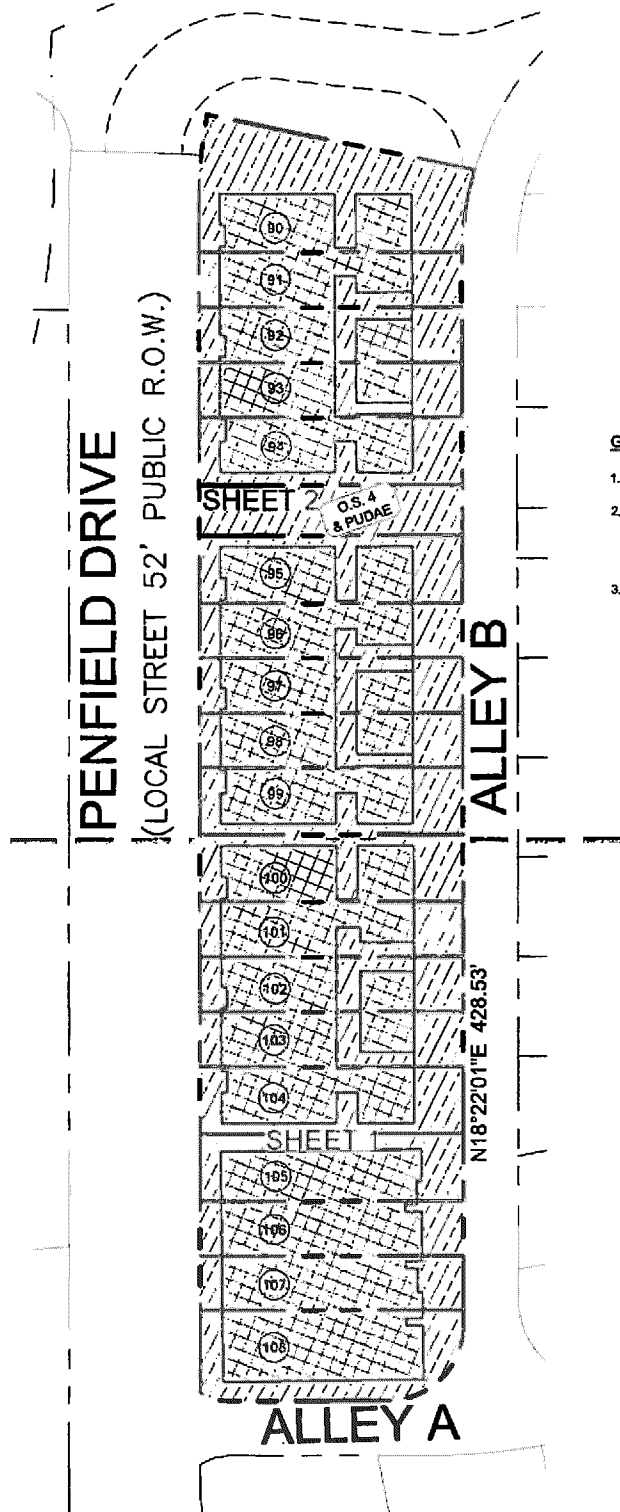
VICINITY MAP  
NOT TO SCALE

**LEGEND**

- TOWNHOME UNIT
- PUBLIC RIGHT OF WAY
- PRIVATE ELEMENT
- IRON PIN SET

**GENERAL NOTES:**

1. BEARING SHOWN HEREON ARE BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
2. SUBJECT PROPERTY IS PRESENTLY IDENTIFIED AS A PORTION OF PARCEL 1.03, ON WILLIAMSON COUNTY TAX MAP 63. SAID PARCEL IS FURTHER IDENTIFIED AS A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 9045, PAGE 586, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.
3. THE FIRST SHEET OF THIS EXHIBIT WILL BE STAMPED & SIGNED BY THIS SURVEYOR. EACH ADDITIONAL SHEET WILL ONLY BE SIGNED BY THIS SURVEYOR.







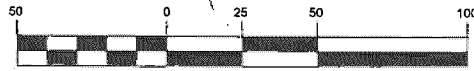
**WILSON & ASSOCIATES, P.C.**  
Engineering/Surveying/Environmental



# SITE PLAN FOR TOWNHOUSE PROPERTY REESE FARMS TOWNHOMES

## LEGEND

-  TOWNHOME UNIT
-  PUBLIC RIGHT OF WAY
-  PRIVATE ELEMENT
-  IRON PIN SET

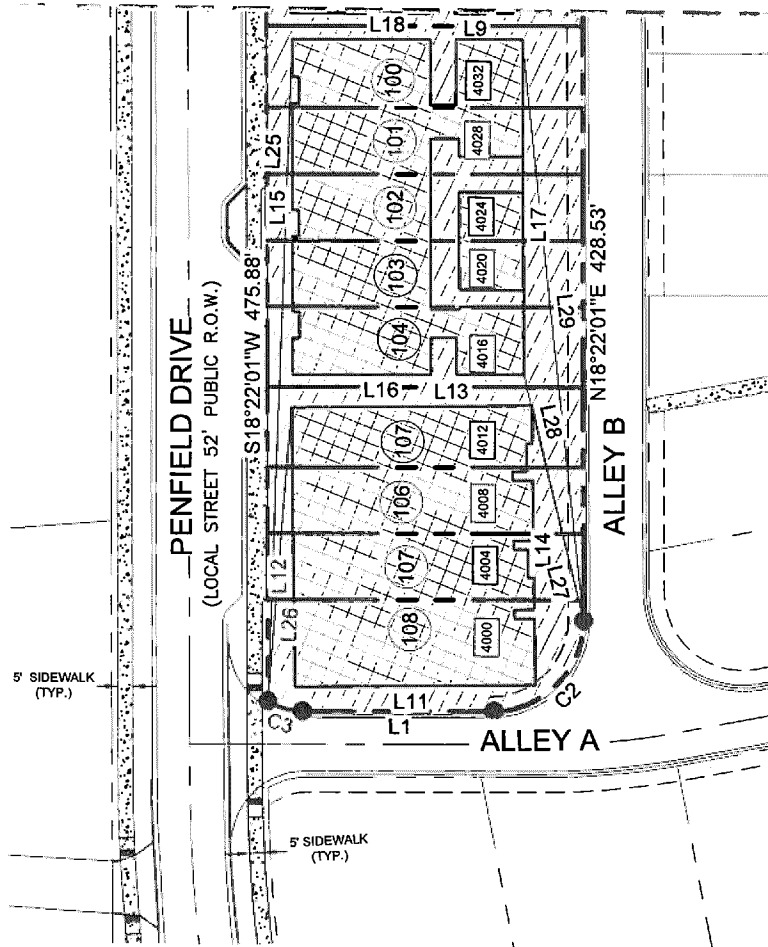


GRAPHIC SCALE: 1" = 50'

Parcel Line Table

Line #	Length	Direction
L1	63.50'	N71°38'03"W
L9	22.34'	N71°38'01"W
L11	79.91'	N72°04'32"W
L12	92.98'	N17°53'08"E
L13	79.33'	S72°09'13"E
L14	9.38'	S17°53'08"W
L15	35.43'	N18°21'59"E
L16	45.76'	N71°38'58"W
L17	111.32'	S18°21'59"W
L18	45.76'	S71°37'04"E
L25	220.27'	N20°35'00"E
L26	98.09'	N23°10'46"E
L27	84.55'	N4°50'07"E
L28	73.91'	N5°07'35"E
L29	194.13'	N12°29'10"E

SEE SHEET 3



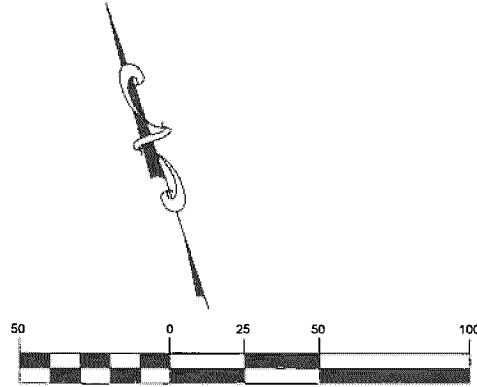
Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	46.70'	31.06'	86° 09' 10"	S63° 21' 59"W	42.43'
C3	12.12'	23.07'	30° 06' 19"	N55° 16' 51"W	11.99'

JOEY C. WILSON II,  
TN RLS NO. 2089





**WILSON & ASSOCIATES, P.C.**  
Engineering/Surveying/Environmental

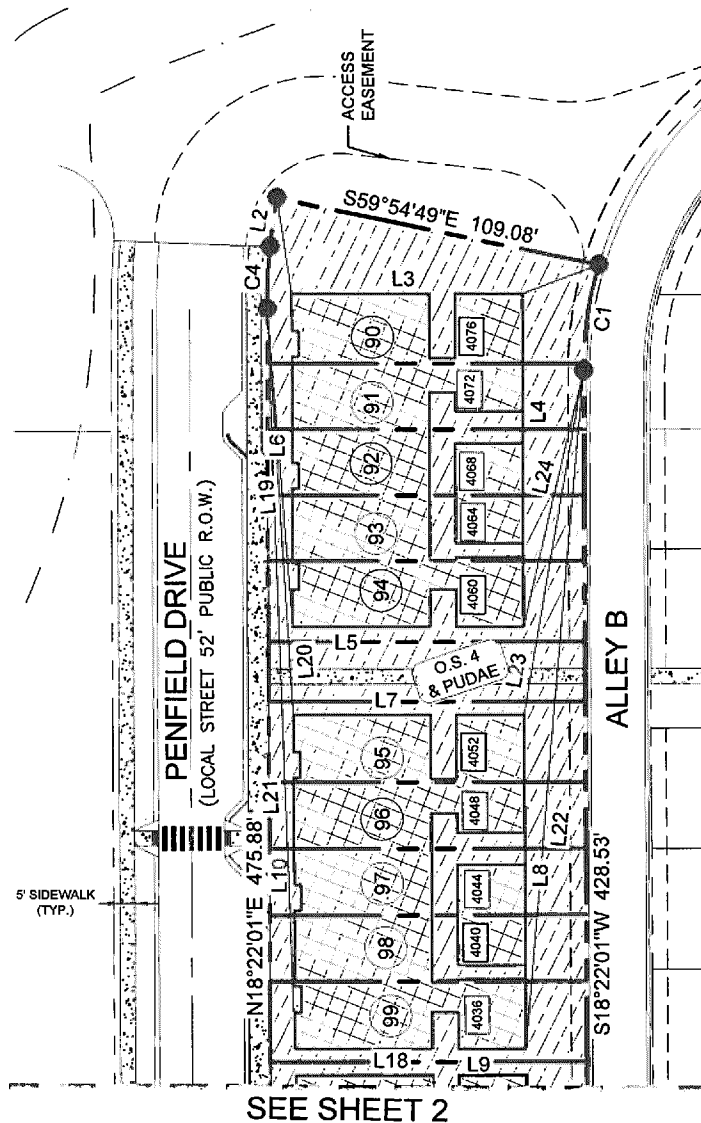
# SITE PLAN FOR TOWNHOUSE PROPERTY REESE FARMS TOWNHOMES



GRAPHIC SCALE: 1" = 50'

## LEGEND

-  TOWNHOME UNIT
-  PUBLIC RIGHT OF WAY
-  PRIVATE ELEMENT
-  IRON PIN SET



Parcel Line Table

Line #	Length	Direction
L2	16.29'	N26°40'28"E
L3	45.76'	S71°37'04"E
L4	111.32'	S18°21'59"W
L5	45.76'	N71°38'58"W
L6	35.43'	N18°21'59"E
L7	45.76'	S71°37'04"E
L8	111.32'	S18°21'59"W
L9	22.34'	N71°38'01"W
L10	35.43'	N18°21'59"E
L18	45.76'	S71°37'04"E
L19	106.59'	S13°56'30"W
L20	135.84'	S14°53'45"W
L21	247.07'	S16°27'33"W
L22	227.08'	S23°26'22"W
L23	116.62'	S28°16'53"W
L24	87.86'	S31°34'39"W

CONTAINING 52916 SQUARE FEET OR  
1.21 ACRES, MORE OR LESS

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	35.87'	122.00'	16° 50' 42"	S26° 47' 22"W	35.74'
C4	20.71'	199.00'	5° 57' 44"	N21° 20' 53"E	20.70'

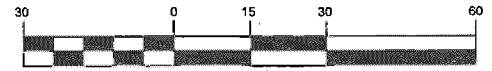
JOEY C. WILSON II,  
TN RLS NO. 2089

**WA** WILSON & ASSOCIATES, P.C.  
Engineering/Surveying/Environmental

WA PROJECT NO. 11318

SHEET 3 OF 4

# **SITE PLAN FOR TOWNHOUSE PROPERTY REESE FARMS TOWNHOMES**



GRAPHIC SCALE: 1" = 30'

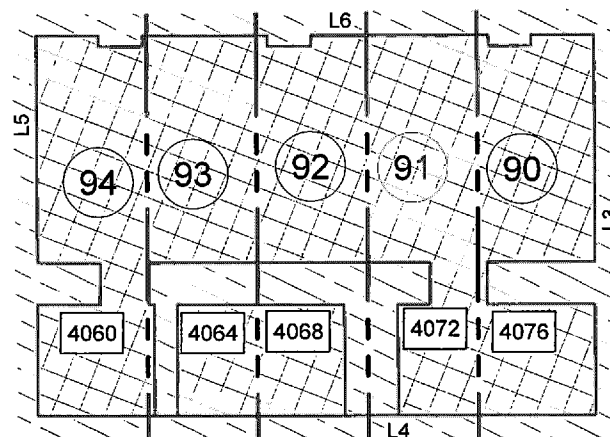
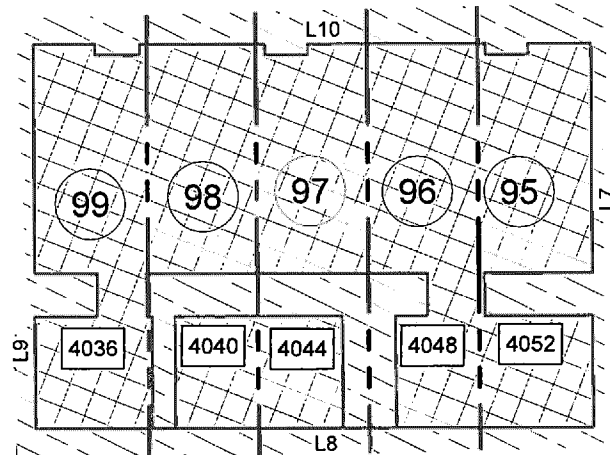
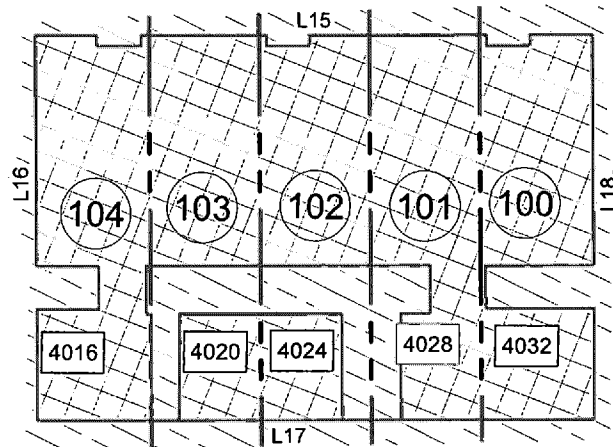
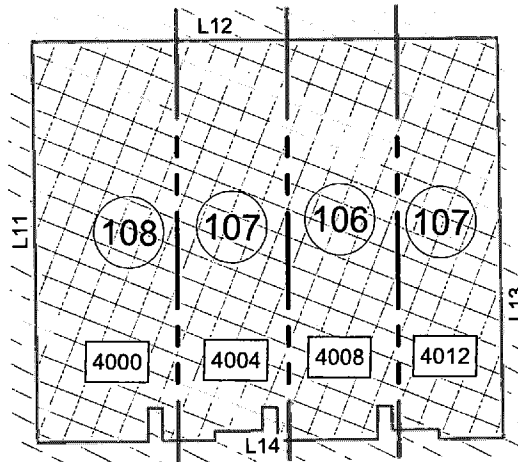
## **LEGEND**



TOWNHOME UNIT



PRIVATE ELEMENT



Line #	Length	Direction
L3	45.76'	S71°37'04"E
L4	111.32'	S18°21'59"W
L5	45.76'	N71°38'58"W
L6	35.43'	N18°21'59"E
L7	45.76'	S71°37'04"E
L8	111.32'	S18°21'59"W
L9	22.34'	N71°38'01"W
L10	35.43'	N18°21'59"E
L11	79.91'	N72°04'32"W
L12	92.98'	N17°53'08"E
L13	79.33'	S72°09'13"E
L14	9.38'	S17°53'08"W
L15	35.43'	N18°21'59"E
L16	45.76'	N71°38'58"W
L17	111.32'	S18°21'59"W
L18	45.76'	S71°37'04"E

JOEY C. WILSON II,  
TN RLS NO. 2089



**WILSON & ASSOCIATES, P.C.**  
Engineering/Surveying/Environmental

WA PROJECT NO. 11318

SHEET 4 OF 4

**EXHIBIT "C"**  
**BYLAWS**

**THE FIELDS AT REESE FARMS**

**AND**

**THE TOWNHOMES OF THE FIELDS AT REESE FARMS**

**ARTICLE I**  
**Members**

Section 1. Eligibility. The members of The Fields at Reese Farms Owners Association, a Tennessee corporation (the "Single Family Association") shall consist of the Owners within the Single Family development. The Townhomes of the Fields at Reese Farms Owners Association, a Tennessee corporation (the "Townhome Association") shall consist of the Owners within the Townhome development, each separately existing in accordance with the provisions of Tennessee Code Annotated Section 66-27-401, and the Townhome development (the "Property"). The Declaration which created the Single Family development and Townhome development (the "Declaration") is recorded simultaneously herewith in the Register's Office for Williamson County, Tennessee. Both the Single Family Association and the Townhome Association shall observe the same By-laws set forth herein. These and other terms are used in these Bylaws as they are defined in the Declaration. The words "member" or "members" as used in these Bylaws mean and shall refer to "Owner" or "Townhome Owner" (collectively "Owner") as defined in the Declaration. If an Owner is a land title holding trust under the terms of which all powers of management, operation and control of the Owner remains vested in the trust beneficiary, then the member shall be the beneficiary of such trust.

Section 2. Succession. The membership of each Owner shall terminate when such Owner ceases to be an Owner, and upon the sale, transfer or other disposition of such Owner's ownership interest in the Property, such Owner's membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 3. Meetings. The members may convene a meeting of Owners to transact business of the Association as and when mutually agreed by the members of the Association.

**ARTICLE II**  
**Board of Directors**

Section 1. Number. Election and Term of Office. The Board of Directors of the Single Family Association and Townhome Association (sometimes referred to herein as the "Board") shall consist of a minimum of three (3) persons hereinafter referred to as "Directors").

Section 2. Qualification. Each Director shall be an Owner or the spouse of an Owner (or, as if an Owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Owner or such a beneficiary is a corporation or partnership, a Director maybe an officer, partner or employee of such Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, such Director shall cease to be a Director and his or her place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by vote or appointment by the

Owner represented by the vacant post. Any Director so elected to fill a vacancy shall hold office so long as (a) the Director remains qualified to be a Director, and no new or replacement Director is appointed or elected by the Owner.

Section 4. Meetings. The Board may convene a meeting of the Directors to transact business of the Board as and when mutually agreed by the members of the Board.

Section 5. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify and advance expenses to each present and future Director (and his or her estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 6. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and his or her estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association, so long as such actions were not willfully or intentionally negligent.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Owners.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

- a. to elect and remove the officers of the Association as hereinafter provided;
- b. to administer the affairs of the Association, subject to the Master Association and the Property;
- c. To exercise all other powers and duties of a board of administration as referred to in the Horizontal Property Act of the State of Tennessee and all powers and duties of the Board of Directors referred to in the Declaration or these Bylaws.

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Owners. The Board shall not delegate any powers or authority to any party or parties other than the Owners.

### **ARTICLE III** **Officers**

Section 1. Designation. At the first meeting, the Directors shall elect the following officers of the Association by a majority vote:

- a. A President, who shall be a Director and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association;
- b. a Secretary, who shall keep the minutes of all meetings of the Board and of the Owners, and who shall,

in general, perform all the duties incident to the office of Secretary.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers.

Section 3. Term of Office. Each officer shall hold office until the earlier of (a) the date that such officer loses his or her status as a Owner, or (b) 2years, whichever occurs first.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Directors.

Section 5. Execution Authority. Either of the President or Secretary may prepare, execute, certify, and record (a) any agreements which the Association may desire to enter into or (b) any amendments to the Declaration on behalf of the Association.

Section 6. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in resolution duly adopted by the Unit Owners.

Section 7. Removal. The Board of Directors may remove any officer at any time with or without cause with a majority vote.

Section 8. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify and advance expenses to each present and future officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the officers of the Association any powers or duties which, by law, have been delegated to the Owners. The officers shall not delegate any powers or authority to any party or parties other than the Owners.

#### **ARTICLE IV Amendments**

These Bylaws may be amended or modified from time to time by action or approval of all of the Owners casting one (1) vote for each Unit owned. Such amendment(s) shall not be operative until they are recorded in the office of the Register of Deeds for Williamson County, Tennessee, and if during the Declarant Control Period, executed by the Developer/Declarant.

#### **ARTICLE V Conflicts**

These Bylaws are set forth to comply with the requirements of T.C.A Section 66-27-406, as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of the Bylaws conflict with the provisions of said statute or of this Declaration, the provisions of said statute or of the Declaration, and subject to the Single Family Association, as the case may be, shall control.

*Remainder of page left intentionally blank, signatures to follow.*

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of Reese Townhomes.

Dated this May \_\_\_\_, 2024

Reese Farm, LLC (Declarant)

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

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

**EXHIBIT "D"**

**TOWNHOMES of the FILEDS at REESE FARMS OWNERS ASSOCIATION**  
**A Horizontal Property Regime With Private Elements**  
**Attorney's Certificate**

This document is intended to serve as the attorney's opinion is required under the terms of the TCA Section 66-27-103. The undersigned, J. Trent Lehman, an attorney licensed to practice law in the State of Tennessee, hereby declares that the General Contractor for construction of the improvements known as Hidden Valley Homes, LLC, a licensed contractor in the State of Tennessee. All improvements are substantial compliance with local building codes and that upon proper recording of this certificate and the following additional documents all legal requirements for the creation of a Horizontal property Regime development under the terms of the Tennessee Horizontal property Act, TCA Section 66-27-101 et. Seq. have been met:

- 1) Declaration of Covenants, Conditions and Restrictions for Townhomes of the Fields at Reese Farms Owners Association;
- 2) By-Laws of Townhomes of the Fields at Reese Farms Owners Association, Inc.;
- 3) Plat of Townhomes of the Fields at Reese Farms Owners Association identifying the Common and Private Elements for each Unit;
- 4) The Charter of the Reese Townhome Owners Association as shown on Exhibit E.

**WITNESS my hand this May 31, 2024**

---

**J. Trent Lehman**



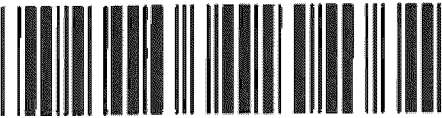


Exhibit E



001546228

# CHARTER NONPROFIT CORPORATION

SS-4418



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102  
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

**-FILED-**

Control # 001546228

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Townhomes of the Fields at Reese Farms

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:

Townhomes of the Fields at Reese Farms  
STE 101  
3020 STANSBERRY LANE  
FRANKLIN, TN 37069  
WILLIAMSON COUNTY

5. Fiscal Year Close Month: December

Period of Duration: Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:  
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a ☐ public benefit corporation / ☒ mutual benefit corporation.

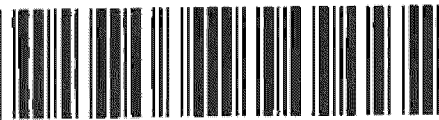
This corporation is a ☐ religious corporation / ☒ not a religious corporation.

This corporation will ☒ have members / ☐ not have members.

9. The complete address of its principal office is:

STE 101  
3020 STANSBERRY LANE  
FRANKLIN, TN 37069  
WILLIAMSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)



# CHARTER NONPROFIT CORPORATION

SS-4418



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102  
(615) 741-2286

Filing Fee: \$100.00

*For Office Use Only*

**-FILED-**

Control # 001546228

**The name of the corporation is:** Townhomes of the Fields at Reese Farms

**10. The complete mailing address of the entity (if different from the principal office) is:**

STE 101  
3020 STANSBERRY LANE  
FRANKLIN, TN 37069

**11. List the name and complete address of each incorporator:**

Title	Name	Business Address	City, State, Zip
Incorporator	Jason T Lehman	1646 WESTGATE CIRCLE STE 102	BRENTWOOD, TN 37027

**12. School Organization:** (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- ☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- ☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- ☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

**13. Insert here the provisions regarding the distribution of assets upon dissolution:**

In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

**14. Other Provisions:**

**(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)**

Electronic

Signature

Jason T Lehman

Printed Name

Incorporator

Title/Signer's Capacity

May 31, 2024 4:14PM

Date

I, J. Trent Lehman, 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

5/31/24 (date of document).

  
Affiant Signature

5/31/24  
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 31<sup>st</sup> day of May, 2024.

  
Notary's Signature

MY COMMISSION EXPIRES: 9/21/25

Notary's Seal (if on paper)

