

Prepared By and Return to:
Wardlow and Wardlow, PLLC
7500 Capital Drive
Germantown, TN. 38138

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LEGACY AT COLONIAL

THIS DECLARATION is made, published and declared this ____ day of _____, by CC Club Holdings, Inc., a Delaware Corporation (the "Declarant");

WHEREAS, the Declarant is the fee simple Owner of a certain tract of real property in Shelby County, Tennessee, which property is more particularly described in Exhibit "A" attached hereto (the "Property"), and

WHEREAS, the Declarant plans to develop the Property, to be known as "The Legacy at Colonial", into a multiuse development, together with certain common areas for the use, benefit and enjoyment of the Owners in common with each other; and

WHEREAS, the Declarant has a plat of the first phase of the development consisting of the Plat of Lots for the subdivision _____ as shown on said plat, which has been recorded at Plat Book _____ Page _____ in the Register's Office of Shelby County, Tennessee ("Plat"). The Property which is under the jurisdiction of this Declaration is part of the property described in said plat belonging to CC Club Holdings, Inc. as transferred to CC Club Holdings, Inc. by Warranty Deed of record at Instrument Number _____ in said Register's Office. Additional phases will be added subject to design and construction of said Phases at Declarant's discretion; and

WHEREAS, it is to the benefit, interest and advantage of the Declarant, the Owners, and of each and every person or other entity, hereafter acquiring any interest in the Property that certain covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with the land;

NOW THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described in Exhibit "A" is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the

following obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Exhibit "A"), all of which are declared and agreed to be in furtherance of the plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land in perpetuity and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I. DEFINITIONS

The following words when used in the Declaration shall have the following meanings:

Section 1. "Adjoining Lot Owners" shall mean and refer to the Owners of Lots that share a common boundary on which there is constructed a party wall.

Section 2. "Affiliated Entity" An "Affiliated Entity" is any legal entity that is owner in whole or part by the Declarant or any principal of the Declarant.

Section 3. "Association" Association shall mean and refer to The Legacy at Colonial Homeowner's Association, Inc. a nonprofit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter, and Bylaws, are attached hereto marked Exhibits "B" and "C" respectively, and made a part hereof.

Section 4. "Architectural Review Committee" The committee of individuals charged with the duty of administering the Architectural Standards of the Association as approved by the Board of Directors. Also known as the "ARC", this committee shall review all applications for construction and modifications of all improvements under the authority of the Association, as well as monitor all external aesthetics associated with and located on the Property.

Section 5. "Architectural Standards" The design, architectural and construction guidelines and application and review procedures applicable to all or any portion of the Property which may be promulgated and administrated pursuant to this Declaration.

Section 6. "Board of Directors" The body responsible for the administration of the Association, as elected and serving pursuant to the Bylaws, and serving as the board of directors under Tennessee Corporate Law.

Section 7. "Builder" Any Person who is a licensed contractor and who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers, or who purchases one (1) or more parcels of land for later subdivision, development, and/or resale in the ordinary course of that person's business. Any person occupying or leasing an improvement on any Lot or Parcel for residential purposes shall cease to be considered a Builder immediately upon occupancy as it pertains to the Lot(s) being occupied as a residential dwelling.

Section 8. "Bylaws" The bylaws of The Legacy at Colonial Homeowner's Association, Inc.

Section 9. "Charter" The Charter of The Legacy at Colonial Homeowner's Association, Inc.

Section 10. "Common Area" Common Area (also referred to in the Plat as "Common Open Spaces") shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Members of the Association. The Common Area is to

be owned by the Association by the time of the conveyance to the first homebuyer in the Development and shall include the entire Common Area described as follows:

All entrances, gates, roads, lakes, fences, walls, irrigation, lighting, landscaping, if any, not located on individual Lots, together with common open spaces and any landscaping, fencing or entrances located on any Lot but was installed by the Association or the Developer or Declarant, and is to be maintained by the Association, whether described in Exhibit A or otherwise defined by the Association. This may or may not include any landscaping or fencing which was installed, repaired, or altered on any Lot in an attempt to correct a violation of this Declaration.

Section 11. "Community-Wide Standard" The standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the ARC.

Section 12. "Declarant and/or Developer" Declarant and/or Developer shall mean CC Club Holdings, Inc., Delaware Corporation, with offices at 2836 Whitten Road, Memphis, TN 38133, its successors and assigns.

Section 13. "Declaration" Declaration shall mean this Declaration of Covenants, Conditions and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.

Section 14. "Development" Development shall mean "The Legacy at Colonial, and any other property added hereafter by the Developer. (Hereafter the "Property"), and any additions thereto, including all common areas, and any improvements constructed thereon.

Section 15. "Improvements" shall mean the structures, fences, walls, pavement, plantings and other additions built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot, except for party walls, as referred to hereafter. In the event that, by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements reasonably intended for a particular Lot lie outside that Lot, an easement of use shall apply thereto in favor of the Lot to be benefited.

Section 16. "Lot" Lot shall mean and refer to the Lots of land designated with Numbers and detailed on the plat, and any revisions thereof, as well as all of those Lots which might be planned for future Phases. For all purposes hereunder, it shall be understood and agreed that Declarant shall be the Owner of all of said Lots and except only those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof. Ownership of the Lot hereunder shall include an undivided pro rata interest in the Common Areas owned by the Association.

Section 17. "Member" Member shall mean and refer to every Person who holds membership in the Association.

Section 18. "Mortgage" Mortgage shall mean any Deed of Trust or other recordable instrument affecting title and evidencing and securing a debt, but specifically excluding a material man's or mechanic's lien and any other similar security interest.

Section 19. "Mortgagee" The beneficiary or holder of any Mortgage.

Section 20. "Owner" Owner shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the

performance of an obligation, provided, however that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 21. "Person" Person means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof recognized by the State of Tennessee as a legal entity.

Section 22. "Property" or "Properties" Shall mean that real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II. PROPERTY

Section 1. Property Subject to Declaration. That certain real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration located in Shelby County, Tennessee, and which is more particularly described in Exhibit "A" attached hereto and made a part hereof and any additions the Developer may decide to add.

ARTICLE III. THE ASSOCIATION

Section 1. Members. Every Person, as defined, who is a record Owner of a fee or undivided fee interest of any Lot within the Property shall be a Member of the Association, as defined, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from Ownership of any Lot within The Development. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The Owner or Owners of a Lot shall be entitled to one (1) vote for each Lot owned at all meetings of the Association, except for the Declarant who shall be entitled to Ten (10) votes for each Lot owned by them.

Section 3. Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as Owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

Section 4. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, in person or by proxy (provided a quorum exists), shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or this Declaration, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership, which is owned by more than one person, may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the Co-Owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote

for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 5. Proxies. A Member may appoint any other Member or the Declarant or any other person permitted by law or by the Bylaws as his proxy. In no case may any Member (except the Declarant) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's Bylaws.

Section 6. Quorum. The presence, either in person or by proxy, of Members representing at least one-tenth (1/10) of the total votes entitled to be cast shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and if the question of a lack of a quorum is raised then no business may thereafter be transacted; otherwise, business may be transacted.

Section 7. Board of Directors. The Association and its affairs shall be managed and controlled by a Board of Directors, which shall have all of the power, authority and duty necessary for such management and control. The members of the Board of Directors shall not be more than five, three of whom are appointed by the Declarant, until the Declarant owns no Lots in the Subdivision. At all times that the Declarant owns one (1) Lot, it shall have the right to appoint the majority of the members of the Board of Directors, who may or may not be Lot Owners. Once the Declarant has sold all Lots then the Board of Directors must be Lot Owners that live on the Property as their primary residence.

Section 8. Officers. The Board of Directors may elect one or more officers of the Association to enforce the policies prescribed and adopted by the Board. The number of such officers and their specific duties shall be set forth in the Bylaws.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION

Section 1. Powers and Duties. In the management and administration of The Legacy at Colonial Homeowner's Association, Inc., the Board of Directors shall have the power, authority and duty to do all acts and actions, to take whatever steps are necessary to protect the property, except acts and actions which by law, this Declaration, the Charter or the Bylaws may be exercised only by or are reserved only to the Members. Such powers, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs including but not limited to the following:

(a) To provide for the maintenance, care, upkeep, services and efficient operation of the Common Area; including to enter into maintenance contracts that the Board deems proper, advisable and in the best interest of the owners.

(b) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to assess fines for the violation of this Declaration and file, and enforce liens for such Assessments and or fines.

(c) To purchase and/or maintain electronically monitored and/or guarded gates, monitoring pedestrian or vehicular access to and from the property, and the Common Area if applicable.

(d) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area, and to establish the compensation and other benefits of or for such personnel.

(e) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee, or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, and any improvements on the Lots, or the use, occupancy and maintenance of the Common Area, including, the right to restrict the use of and enjoyment of the Common Area by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

(f) To authorize the payment of patronage refunds to the Members if and when the Board of Directors determine that the funds derived from Assessments are more than necessary to meet all reasonably foreseeable needs or requirements of the Association during the current assessment year.

(g) To purchase common liability insurance upon the Common Area.

(h) To maintain, repair, restore, replace, reconstruct or demolish all or any portion of the Common Area after any casualty loss, and to otherwise improve the Common Area.

(i) To grant licenses, easements, rights-of-way in, upon, over and across and Common Area for access or for construction, reconstruction, repair and maintenance of any utilities, cables, lines or appurtenances, whether public or private, to the Declarant, to any government agency, public utility, or any other person, provided however that no such licenses, rights of way or easements shall interfere with the members right to use and enjoy the Common Area.

or any other Person for theft or other loss of or damage to any property, which may be left or stored upon the Common Area. No diminution or abatement of annual maintenance or special Assessments shall be claimed or allowed for inability to use, inconvenience or discomfort caused by or arising or resulting from the making of routine repairs or improvements or the construction or reconstruction of improvements on the Common Area, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner, that is current on their dues and assessments, shall have a right and easement of enjoyment in and to the Common Area and all other amenities provided by the Association, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The Association has the right to suspend any enjoyment rights of any Member for the period during which any assessment remains unpaid. Furthermore, the Association may suspend the enjoyment rights of any Member for any period not to exceed thirty (30) days for any one infraction of its published rules and regulations. If the infraction is still existence after the 30-day suspension period the Association can repeat the suspension until the infraction is cured.;

(b) The right of the Association to provide for and establish easements and rights-of-ways on all streets, and to regulate parking, motorized and non-motorized vehicular traffic, and to maintain the private streets, drains, sewers, lawns, landscaping and any other common areas, within the Development;

(c) The right of the Association, in accordance with its Charter and Bylaws, to borrow money for the purpose of improving the Common Area, which the Association is to maintain;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, transfer or mortgage shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes hereof has been recorded, agreeing to such dedication or transfer, and written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of such dedication or transfer.

(e) No conveyance or encumbrance of the Common Area shall prevent any such Lot Owner from using the Common Area for ingress and egress to such Lot Owners own Lot.

Section 2. Landscaping and Fence Easement. All Lots in The Development shall be subject to an easement in order to allow the Association to construct, maintain, repair or replace the lawns, landscaping, fencing, and exteriors of any and all improvements located in the Development.

Section 3. Additional Building. No additional buildings for permanent occupancy shall be constructed on the Common Area. This shall not prohibit the easements and parking area described above. No swimming pools in the common area shall be allowed without Declarants

or any other Person for theft or other loss of or damage to any property, which may be left or stored upon the Common Area. No diminution or abatement of annual maintenance or special Assessments shall be claimed or allowed for inability to use, inconvenience or discomfort caused by or arising or resulting from the making of routine repairs or improvements or the construction or reconstruction of improvements on the Common Area, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any law or ordinance or the order or directive of any governmental authority or any court.

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(c) The right of the Association, in accordance with its Charter and Bylaws, to borrow money for the purpose of improving the Common Area, which the Association is to maintain;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, transfer or mortgage shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes hereof has been recorded, agreeing to such dedication or transfer, and written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of such dedication or transfer.

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and Board Approval. If allowed a satisfactory engineer's letter for the construction of said pool, which engineer's letter must be approved by the Board of Directors.

ARTICLE V. PROHIBITION AGAINST LEASING.

Section 1. Prohibition Against Leasing. Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an owner of a lot after the date of recordation of this Declaration is prohibited from leasing their lot/house or any portion thereof.

ARTICLE VI. MAINTENANCE AND REPAIR

Section 1. Association Responsibilities. Subject to the provisions of Article VII hereof, the Association shall provide and pay for all maintenance and expenses for the Common Area, including but not limited to, the expenses associated with entry gate, private roads, landscaping, fencing, maintenance, irrigation, lighting, property taxes, insurance, utilities and any other item for the Common Area, as well as the management fee to maintain the Common Area.

Section 2. Individual Lot Owners. Each Owner of a Lot shall be responsible for all interior and exterior maintenance, painting, repair and upkeep on each Owner's Lot and the improvements thereon in strict accordance herewith, and also in accordance with any rules or regulations of the Board of Directors or the Architectural Review Committee (hereafter "ARC").

If the Owner of any Lot fails to maintain his/her Lot and/or any improvements thereon in a manner satisfactory to the Board of Directors or the ARC, the Association, upon the passing of a resolution of the Directors, and after giving the Owner a three (3) days written notice detailing the deficiencies and what must be done to bring the lot in conformity with the rest of the neighborhood, to enter upon any such lot and correct any and all maintenance deficiencies, such that it conforms to the rest of the lots in the Association. If the Owner of any Lot, after the Association has already given the Owner the proper three (3) day notice, and after the Association has also entered upon and corrected any maintenance deficiencies on the Owner's lot, fails to continue to properly maintain his/her lot then the Association may re-enter the lot at any reasonable time to continue to correct and maintain the lot and/or any improvements thereon without having to give the Owner any further notice. Any expenses incurred by the Association in the maintenance, repair or restoration of any lot or an improvement thereon shall be assessed to the Owner of said lot and become part of the assessment to which that lot(s) is subject. The Association may also assess a fine to any Owner who repeatedly fails to maintain any portion of his lot or the improvements thereon or fails to abide by the covenants contained in this declaration. Any such fine assessed shall be deemed part of the assessment described in Article VII.

ARTICLE VII.

**PARTY WALLS, WINDOW TREATMENT, LIGHTING AND LANDSCAPE
EASEMENT**

Section 1. General Rules of Law to Apply. Each wall which is built upon the Property and placed on a dividing line between residential Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in equal proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who uses the wall may restore it, and if the other Owner(s) thereafter makes use of the wall, he shall contribute to the cost or restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Damage. Notwithstanding any other provisions of the Article, an Owner, who, by his negligent or willful act, causes a party wall to be damaged, shall pay the replacement cost, except to the extent insurance shall provide payment. An Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing protection against the elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall run with the land and shall pass to successors in title.

Section 6. Arbitration. Any dispute between any two or more Owners concerning a party wall, or other provision of this Article, shall be resolved by arbitration. If any such dispute does go to arbitration, then each party to the dispute shall choose an arbitrator. The two chosen arbitrators shall then collectively choose a third arbitrator. After the parties have presented all of the facts and evidence, the arbitrators, by a majority vote, shall decide the resolution of the dispute, which decision shall be final and binding on all parties thereto. The parties in the dispute shall bear all costs of such arbitration, either split evenly, or as decided by the majority of the arbitrators. Any dispute involving the Association, the Declarant, or any Builder who has purchased 10 or more lots from the Declarant, or any other builder shall be decided according to Article XIV, Section 4.

Section 7. Irrigation. Declarant and/or the Association hereby reserve(s) access across all Lots for the installation and maintenance of the Association's irrigation systems, utilities, and/or any improvements on said common areas.

**ARTICLE VIII.
ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to be a Member of the Association and to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) emergency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special and emergency assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot. Said assessments, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Any unpaid assessments shall remain the personal obligation of the Owner until the assessment and all interest and fees are paid, even after a subsequent transfer of all of the Owner's interest in the lot so assessed.

Section 2. Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association an annual sum (herein sometimes referred to as "assessments" or "carrying charges") equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- (a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and
- (b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- (c) The cost of extended liability insurance and the cost of such other insurance as the Association may effect; and
- (d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and
- (e) The estimated cost of repairs, maintenance and replacements of the Common Areas, the exteriors of all improvements and all other items the Association may be responsible for; and
- (f) The cost of any management company hired by the Association for management of the Association and collection of the assessments.

Except as provided in Section 11 of this Article VII, the Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the Bylaws. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a letter signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. The annual assessment shall be paid in advance at closing on the sale of any Lot to anyone that is not a successor to the Declarant, or a Builder as defined herein. At the closing of the sale of a Lot to a person that is not a Builder; the assessment for the balance of the current year shall be collected from the purchaser and paid to the Association. All such

calculations for a partial year's assessments shall be calculated by taking 1/365th of the annual assessment times the number of days left in the year. Calculation of each Owner's share is formulated by dividing the total yearly budget by the number of Lots completed and ready to be sold to a Builder at the time of assessment. At such time a future phase is developed, each Owner's share will be re-calculated via the same formula as referred to herein. The Board of Directors hereby agree that the Declarant and any Builders who own Lots shall maintain all Lots that they own, and pay a pro-rata share for all costs and expenses to maintain and operate the Common Areas proportionate to their Lot ownership, until such time that the Homeowner's Association fees are collected to fund said expenses. Notwithstanding the foregoing, Lots that are owned by Declarant or Builder to which homes have not been constructed thereon or if the homes have been constructed thereon, but such homes have not been conveyed to the initial third-party purchaser of said Lot, are excluded from annual dues. Declarant or the Builder shall maintain the lawn, landscaping, and the exteriors of any improvements located on its Lots at its own expense.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the assent of the Members representing two-thirds (2/3) of the total number of votes eligible to be cast. A meeting of the appropriate Members shall be duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days but no more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 4. Emergency Assessments. In the event of any emergency situation, condition, or occurrence affecting the life, health, safety or welfare of Members or Property of Members, the Board of Directors, acting pursuant to this section, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of the Declaration. Such assessment shall be borne pro rata by all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment is made in good faith.

Section 5. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. To evidence the lien of any unpaid and delinquent assessments, the Board of Directors shall prepare a written notice setting out the amount of the unpaid indebtedness, the name of the Owner of the Lot, and description of the Lot. Said notice shall be signed by a Member of the Board, or the association's attorney, and recorded in the Shelby County Register's Office. The personal obligation of the

Member to pay such assessment shall, however, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration or the Bylaws, of any installment thereof, may be maintained without foreclosing or waiving the lien created herein.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same payment of such penalty or "late charge" as the said Board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior and/or superior mortgages or deeds of trust upon the Lot or Lots, then belonging to said Member; in either of which events, the Association may collect from the said Member interest and all costs associated with any enforcement actions. By accepting title to any Lot in the Development, all Owners hereby agree to pay all reasonable attorneys' fees charged to the association relating to collection efforts of the association whether or not an action at law is filled or not. The attorney fees that an Owner may be assessed may include fees for preparing late notices, liens and releases of said liens. All such attorney fees so assessed shall be considered part of the underlying assessment.

The Owner may not waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 7. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on a Lot; and
- (b) The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Section 8. Assignment of Rents, and Income. Upon any default in the payment of any assessment, the Board of Directors shall have the right to all rents, issues, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession following default.

Section 9. Foreclosing of Lien. The Association may enforce its lien by whatever means available, including the power of sale granted herein or filing suit for foreclosure in the appropriate court. The Association, or any Officer, Director or Member thereof, shall have the right to purchase any Lot sold at any foreclosure sale. For the purposed of effecting this paragraph, upon the acceptance of any deed conveying title to any Owner, the Owner irrevocably transfers title of his Lot(s) to the President of the Association, as Trustee, to be held in trust

pending Owners fulfillment of the covenants herein in the same manner that a Mortgagor transfers title to a trustee in a Deed of Trust.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, and for the express purpose of enforcing the covenant agreed to and granted in Article X, each Lot Owner hereby irrevocably grants the Board of Directors of the Association the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if the sale is made subordinate to any prior recorded mortgage or deed of trust upon the Lot. The Association is hereby authorized to take any and all courses of action available to them for collection of the assessment, which the laws of the State of Tennessee allow. Any such sale shall be made after first advertising the sale of said property for twenty-one (21) days by three (3) weekly publications in some newspaper in the County of Shelby, State of Tennessee, giving notice of the time and place of such sale and by written notice of time and place of such sale to the Owner of the Lot at his last known address. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from the equity right of redemption and any and all statutory rights of homestead, and dower and all other exemptions, all of which are hereby expressly waived by the Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the Property and the expenses of litigation, attorneys' fees, and sales commission; second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust (unless sold subject to said mortgage or deed of trust); third, to the payment of all amounts due the Association under the terms of the Declaration and Bylaws; and the balance, if any, to the Lot Owner whose Lot is sold, and/or his assigns.

Section 10. All Rights and Remedies are to be Cumulative. All rights, remedies, and privileges granted to the Board of Directors of a Lot Owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Declaration and Bylaws or at law or equity.

The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of ninety (90) days.

Section 11. Subordination and Mortgage Protection. NOTWITHSTANDING any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale

of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein. However, if a Lot is sold pursuant to a foreclosure, the purchaser at the foreclosure sale is liable to the Association for the dues assessed to the Lot for the balance of the year which shall be calculated in the same manner as a purchaser from whom purchased a lot from the Declarant and/or Builder. These partial assessments shall be paid by December 31 of the year the assessment is assessed.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof shall join in the execution of such amendment.

Section 12. Additional Default. Any recorded trust mortgage secured by a Lot in The Development may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby), but the failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 8 of this Article shall not be altered, modified, or diminished by reason of such failure.

Section 13. Uniform Value of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis per the Board's request.

Section 14. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot upon conveyance of Lot from Developer or Builder to a third-party Owner.

ARTICLE IX.

ARCHITECTURAL REVIEW/ CONTROL OF IMPROVEMENTS

Section 1. Architectural Review Committee/ Control of Improvements. An "Architectural Review Committee" (hereafter ARC) is hereby established. The Architectural Review Committee for the initial five (5) years, or for so long as Declarant owns at least one Lot, shall consist of two appointees of the Declarant. So long as the Declarant has the authority to amend this Declaration, or until such time as the Declarant turns control of the Association to the other Members of the Association, the Declarant shall have the right to remove and reappoint new members of the Architectural Review Committee at will. Once the Declarant relinquishes control of the Association to the Members, and upon the election of a new Board of Directors by the Members, then the newly elected Board of Directors of the Association shall then appoint the Architectural Review Committee, which shall be composed of three (3) members where there are Members and individual Lot Owners. One member of the Architectural Review Committee can fill both requirements of being a Member of the Board and a Lot Owner. The affirmative vote is a majority of the membership of the Architectural Review Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to the directives or authorizations contained herein. At the direction of the Declarant or the Board, the architectural review may be

performed by a qualified architect/ design consultant who will provide review services and submit findings to the Declarant or the Association Architectural Review Committee for their use, benefit, and distribution to applicant.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. With the exception of Declarant, no structure of any kind or nature or any fence or barrier or any other improvement shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within The Development, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any change in landscaping, without the written consent of the Architectural Review Committee; nor shall any new use be commenced on any Lot unless a complete set of plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Review Committee. All submittals must be in keeping with the vision, design intent and the requirements outlined in these Restrictive Covenants and The Legacy at Colonial Lot Types and Standards (Attachment A) and the Design Guidelines (Attachment B). See 'ATTACHMENT A'

The Declarant must approve or disapprove, in writing, any request for review made by a lot owner in writing within 30 days, provided said request contains all of the information required by this document and the Design Guidelines. Lot owner must make any request for review in writing.

Note: The Design Guidelines and the Restrictive Covenants shall work in tandem. Should any conflict arise between the two controlling documents, the more restrictive interpretation shall rule.

Submission Requirements

The Declarant or Association is not responsible for non-compliant or inappropriate architectural designs or for engineering design or code compliance. The following drawings are required for review (2 hard copies and an emailed pdf of all sheets and data):

1. Site plan to include:
 - a. Property lines with dimensions and bearings with all setbacks shown.
 - b. Existing and Proposed contours (1'-0" contour interval minimum) with existing trees to be removed or to remain, so noted.
 - c. Dwelling to be indicated as exterior finished walls with entry and porch area with required steps to grade delineated with roof form, overhangs and any terrace, deck or patio lines shown and noted.
 - d. Finished floor elevations (FFE) indicated.
 - e. Building accurately located and dimensioned from property lines.
 - f. Location, dimension, and materials for walks, hardscape, decks, pools, driveways or outdoor structures of any type.

- g. Limits of construction activity (no grading, construction, traffic, or storage of materials will be permitted beyond these limits).
 - h. Exterior light location and type for any lighting on the house or lot including, but not limited to, landscape, yard, and driveway lights (see lighting section).
 - i. Location of HVAC units and trash enclosure with screening location of each.
 - j. Utility meter location(s).
2. Architectural plans of construction documents and specifications are to be submitted. These drawings should verify that the final documents conform to these Restrictive Covenants and the Design Guidelines.
 - a. Foundation plans with F.F.E. of house, garage and porches noted
 - b. Floor plans at 1/8" scale, minimum.
 1. room use labeled.
 2. all walls shown.
 3. all windows and doors with sizes and swings shown.
 4. dimension overall limits of plans.
 - c. Elevations (four main elevations as minimum, hidden elevations when required).
 1. indicating how building relates to finished grade level around entire house.
 2. indicate proposed exterior building materials and colors.
 3. Indicate overall heights from grade to finished floor elevations and to highest ridge of roof.
 4. Indicate height of chimney or other vertical elements, indicate roof type and pitch, indicate window grill / pane configurations and design of entry door(s) and garage door(s) "
 - d. Sections.
 1. typical wall sections with framing heights.
 2. typical fence or screening details at appropriate scale.
 - e. Details
 1. details of key/critical architectural elements/components porches, front entrance, cornices, rakes, dormers, trim elements on main elevations.
 - f. Schedules.
 1. finishes, doors, windows, garage door with manufacturer and model type and number, door and window details for head, jamb, and sill.
 2. electrical plans with catalog cut sheets of exterior fixtures.
 - h. Samples: A sample of the proposed exterior veneer or siding material, roof material, exterior paint or stain, trim color sample, and door and window colors/samples, if different from trim.
 3. Landscape Plan
 - a. Location, size and number of all proposed plant materials.
 - b. Type and limits of grassed/sod areas.
 - c. Plant list with botanical or common name and quantity.

d. Irrigation and lighting plans.

4. After final approvals to proceed have been granted by the Declarant or Association and before construction can begin, building permits must be obtained from the local authority.

Final Submission Procedures

1. Application format: Each submission must be accompanied by the required information outlined in the final submission requirements noted above with a completed The Legacy at Colonial Plans Review Submittal Form, attached thereto, in order to be scheduled for review. The property owner and/or owner's agent may be asked to meet with the Declarant or Association to explain a submission. Upon Declarant's or Association's review and determination and, if required, the owner may be required to rework, redesign or modify the plans and resubmit for additional review and approval.
2. Application fee: In order to defray the expense of reviewing plans and related data, and to compensate consulting architects, landscape designers, and other professionals, a design/ review application fee is required for each initial submission or re-submission. The fee is payable upon submission.
 - a. Submissions requiring major redesign and resubmittal, the subsequent review fee shall be established by the reviewing authority per submission.
 - b. Submissions required to illustrate; required modifications have been made, subsequent information submitted for required review, etc., shall have a separate review fee established by the reviewing authority per submission.
3. Final approval from the Declarant/ Architectural Review Committee shall be dated and in writing. The dated approval shall be effective for twelve (12) months. If construction is not commenced within twelve months of approval, a new submission for final approval is required, with an additional submission fee.
4. Reason for disapproval: Plans submitted for review, or any portion thereof, may be disapproved upon any grounds which are inconsistent with the general covenants and/or the design guidelines, including purely aesthetic considerations.

Architectural Design Guidelines

ADDITIONAL GUIDELINES AND REQUIREMENTS ARE SHOWN IN "THE LEGACY AT COLONIAL DESIGN GUIDELINES" A COPY OF WHICH CAN BE OBTAINED FROM THE DECLARANT OR THE LEGACY AT COLONIAL HOMEOWNER'S ASSOCIATION.

The buildable areas and the minimum heated square footage required for each lot type within Phase 1 are clearly noted in The Legacy at Colonial Lot Types and Standards (Attachment A). The minimum square feet of heated and cooled living space per lot type is exclusive of porches, decks, garage or carports.

Windows

All front windows must be wood, aluminum clad, or vinyl clad and must have "simulated divided light" on all the street or lawn front elevations. Simulated divided light is defined as permanently applied grill bar on inside and outside surface of glass. All windows should be trimmed with appropriate trim for the surrounding material. Aluminum windows, other than aluminum-clad windows, or windows with "grills in airspace" on any window are not permitted.

The Declarant shall specify the mailbox type/ color which is required for all lots.

Yards

Yards must be solid sod in front yards along any street face and in areas that have disturbed soil.

Flashing

All flashing shall be made of copper or painted to blend into surrounding tones unless specifically approved by Declarant in advance and in writing.

HVAC

Heating, air conditioning and plumbing vents cannot penetrate the roof on the front or street side of the house, but, if necessary, may be oriented to the private side of the building.

All mechanical, electrical and electronic equipment including air conditioning condensing units will be located behind the front building line of primary structures. No window air conditioning units will be permitted. All such equipment must be fenced or landscaped so it cannot be seen from street.

Utility Panels

All service panels, electrical boxes, utility meters, or other exterior devices or structures, whether attached to the house or not, shall be screened or painted to match the structure.

Exterior Aerials

No exterior aerials, antennas, or satellite dishes may be erected or installed without written permission from the Declarant or Architectural Review Committee. Any approved satellite dishes must be located to minimize visibility from the street.

Utility Lines

No telephone lines, cable lines, or any utility or other service line or cable shall be run above ground on any portion of any Lot.

Improvement Location on Lot

Setback lines will be as indicated on the plat. Declarant or Architectural Review Committee reserves the right to absolute control of the precise site and location of any structure upon all parcels.

Architectural design and landscaping must be compatible with other residences in the development.

Lighting

Each homes shall have a minimum of two (2) exterior decorative light fixtures, approved by the ARC, operated by a photocell, shall be provided along the porch and/or front yard of each home. The required exterior lights shall allow for uniform ambient lighting along the sidewalks at night for safety purposes.

All outdoor lighting, including security lighting, will be shielded from direct view and will be directed to avoid glare and excessive light spillage on adjacent properties and streets.

No exterior lighting will be installed or maintained on any lot where light is found to be objectionable by the Declarant or Architectural Review Committee. If any exterior light is considered to be objectionable by the Declarant or Architectural Review Committee, the owner of the lot on which same is located will immediately remove said light or have a shield installed in such a way that lighting is no longer objectionable.

Fencing

No fences shall be erected on any lot other than brick, iron, or wooden fences, which shall not exceed six feet in height. All wood fences, where allowed, shall have a cap board on the top and must be stained either light brown or natural color or as approved by the Architectural Review Committee. No Chain link fences are allowed. No fence may be erected on any lot closer to the street than the mid-point of the side of the house. Any dog pen or other structure for housing or keeping pets, whether permanent or temporary in nature, must be sufficiently screened so that it is not visible from any public street, or from the ground level of the neighboring lots.

Driveways

All driveways and parking areas must be surfaced. No sidewalks, driveways, or other concrete visible from the streets within The Legacy at Colonial shall be painted, stained, or otherwise decorated without the approval of the Declarant or Architectural Review Committee.

Window Treatment.

Window treatment installed within the home shall be completed so that the only color that may be visible from the exterior of any home is a white or off-white color. All window treatments

must have a neat and professional appearance from the exterior of the structure. No sheets or paper shall be used to cover any windows. The ARC, at their sole discretion, may disallow or otherwise require the removal of any particular window treatment with a 14-day written notice delivered to the owner or occupant of any structure. The ARC, at their sole discretion, may allow for any other colors.

Construction and Maintenance Requirements

Contractors must be licensed in the State of Tennessee and must be approved by the Declarant or Architectural Review Committee using it's sole and absolute discretion.

Once construction is started by a lot owner, the house must be completed within eighteen (18) months from commencement of ground breaking for the foundation. A building permit must be obtained within twelve (12) months after the closing of any lot from the Declarant. If required, each lot owner must also construct a sidewalk on his lot where required, at the lot owner's expense, in accordance with the Declarant's specifications. Construction of such sidewalk, where required, must be complete within twelve (12) months after closing of the purchase of the lot from Declarant.

Trash, garbage and other waste and rubbish will be kept in sanitary containers provided specifically for these purposes. All equipment for the storage or disposal of such materials will be approved by the City of Memphis and will be kept in clean, sanitary and orderly condition. No burning of domestic trash will be allowed. All trash, garbage, and other waste and rubbish containers must be screened from view.

Grass, vegetation and debris on each lot will be kept mowed and cleared at regular intervals by the owner thereof so as to maintain the same in neat and attractive manner. Trees, shrubs, vines, debris, and dead plants will be promptly removed from such lots. Until a residence is constructed on a lot, Declarant, at its option and discretion, may mow and have dead trees and debris removed from such lots, and the owner of such lots will be obligated to reimburse Declarant for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

No signs shall be allowed on any lot larger than six (6) square feet. Not more than three (3) signs shall be permitted including a "for sale" sign and a sign indicating the identity of the general contractor or architect constructing or designing the house and one (1) sign must be the standard lot number and street address sign approved for The Legacy at Colonial. Signs must be attractive, clean, in good repair and professionally constructed. In no event shall hand lettered or hand numbered or other "home-made" signage be permitted. Signs shall be restricted to no more than two (2) colors (excluding white). Declarant also reserves the right in its sole discretion to adopt a standard uniform sign style (including size, style, color scheme, lettering and material) at any time by written notice to the lot owners. Such standard style must thereafter be used by all lot owners.

Detached Structures/ Accessory Structures

The principal uses of any permanent secondary structure (other than the single-family dwelling) must be as a garage, workshop, household storage facility, pool house, or some combination of these and must be approved in writing by the Declarant or Architectural Review Committee for review and approval prior to starting any construction. A request for approval of any secondary structure shall be submitted to the Declarant or Architectural Review Committee in writing, and shall include a complete set of plans including building finished floor elevation, building height, building materials, and exact location on the lot. Any such buildings must be of similar architecture and construction of materials as the main dwelling. The enclosed area of any single secondary structure will not exceed one-fourth the ground floor living space of the main dwelling unless otherwise approved.

No building or structures will be moved from another location to a lot in the subdivision without written approval of the Declarant or Architectural Review Committee.

All swimming pools must be sunken and must be approved as defined herein. No above-ground swimming pools will be allowed. Pool equipment, motors, pumps, and pool supply storage must be screened from view and the location and screening method must be approved by Declarant or Architectural Review Committee.

Section 3. The Declarant and or the Architecture Review Committee may promulgate additional rules governing the improvements and impose fines for violations. The Declarant or the Architectural Review Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Review Committee at any time and no inclusion in or omission from or amendment of any such rule of statement shall be deemed to bind the Architectural Review Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Review Committee's sole and absolute discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Review Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval, which may be withheld in the Architectural Review Committee's sole and absolute discretion, of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved in any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers and uses of the Lot in question.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Review Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and

upon written notice from the Architectural Review Committee any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or altered, and such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Declarant or the Association by its Officers or Directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Register of Deeds of Shelby County, Tennessee. The Association has the right to assess a fine in the amount of \$250.00 per day for so long as a violation of this paragraph exists on said Lot.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Review Committee, the Architectural Review Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner or Owners of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or mortgagee in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the Architectural Review Committee exercises any discretionary or interpretive powers.

Any agent of Declarant or the Architectural Review Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association, any Owner of any Lot contained within The Development, or the City of Memphis shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should a request to the Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

Variations. Where circumstances (such as topography, location of property lines, location of trees, or any other matters) require, the Committee, by the vote or written consent of a majority of the Members thereof, may allow reasonable variations evidenced in writing as to any of the covenants, conditions or restrictions or the Design Guidelines contained in the Declaration under the jurisdiction of the Committee, on such terms and conditions as it shall require. The granting of a variance shall not operate to waive on any other occasion any of the terms and

provisions hereof covered by the variance and shall not necessarily serve as a basis for subsequent variances with respect to any other request. The granting of any variance shall not affect any way the Association or Owner's obligation to comply with the ordinances or code requirements of the County of Shelby, Tennessee and other applicable governmental laws and regulations.

**ARTICLE X.
SEX OFFENDER, PROHIBITIONS AGAINST**

In order to provide for the safety of the community and to protect the children and their families, and to provide for the stability of Property values in the Development, no Lot or improvement thereon shall be sold, leased, conveyed to or occupied by any person convicted of a "Sexual Offense" or "Violent Sexual Offense" as those terms are defined in Tennessee Code Annotated (hereafter "TCA") Sections 40-39-202 (17) and 40-39-202 (25), or who is an "Offender" as defined in TCA Section 40-39-202 (9) or who is subject to the registration provisions and restrictions of the Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification and Tracking Act of 2004, codified in TCA Sections 40-39-201 et seq. The covenants and restrictions contained in this Article shall be enforceable against all present or future Owners of the Property, their heirs, successors and assigns, both at law and in equity. Any action to enforce this covenant may be brought by the Declarant, the Association, its Board of Directors, or any individual Members or Owners of any Lot in the Property. If any person ("offender") is found to be occupying any Lot or improvement thereon, in direct violation of this covenant, and after such time as that the Association has delivered to the offender and the Lot Owner written notice describing the violation of this covenant, giving the Owner seven (7) days in which to remove the "offender", or to at least take reasonable steps that are satisfactory to the Association to remove the "offender" from the Property, and notifying the Owner that if he fails to remove the Owner from the Property in the seven days, or any extensions thereof which is approved of and granted by the Board, the Association upon a two-thirds (2/3) vote of the Board of Directors may assess a fine against the Owner and the Lot equal to \$250.00 per day for so long as this provision is violated. If the "offender" is not removed and/or the fine is not paid within seven (7) days of its initial assessment then the Association may foreclose on and sale the Lot in compliance with Article VII, Section 5, without any further notice to the Owner. If the Lot Owner is the offender, then the Owner must vacate the Lot, and any improvements thereon, within the seven days as described in the notice or be assessed the same \$250.00 per day fine. If he fails to vacate the property within the seven (7) days and/or fails to pay the assessed fine within seven days of its initial assessment then the Association may initiate the foreclosure procedures without any further notice. All notices herein shall be delivered to the Lot and/or the Owner's address, if different from the Lot, via Certified US MAIL, return receipt requested for verification of the delivery of said notice.

**ARTICLE XI.
COMMON EASEMENTS**

Section 1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common

Area adjacent thereto or as between adjacent Lots due to unintentional placement or settling or shifting of Improvements constructed, reconstructed or altered thereon.

Section 2. Easement for Utilities, Etc. Declarant hereby reserves for itself and its designees (including without limitation, the City of Memphis, County of Shelby or any utility company) blanket easements upon, across, over and under all of the Common Area and to the extent shown on any plat over the Lots for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Property described on Exhibit "A."

**ARTICLE XII.
INSURANCE AND CASUALTY LOSSES**

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area (including perimeter fences). All such policies shall insure the full and complete replacement of any and all improvements. The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respect to bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a One Hundred Thousand Dollar (\$100,000.00) minimum property damage limit.

Premiums for the insurance on the Common Area shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost of the improvements. The deductible shall be paid by the Association, which the Association is hereby authorized to collect and hold in reserve an amount of funds equal to any and all deductibles.

Cost of insurance coverage obtained by the Association for the Common Area and all other improvements for which the Association is responsible shall be included as an Assessment as defined in Article VII.

The Association's Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;
- (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (iii) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgage;

(iv) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(v) that no policy may be canceled or substantially modified without at least thirty (30) days prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, Officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance - Repair and Reconstruction. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance on the Lot and structures constructed thereon for full replacement cost. The Association shall be named as an additional insured on the policy. In the event of damage or destruction by fire or other casualty, the Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damage or destroyed portions of the improvements in a workmanlike manner in conformance with the original plans and specifications of the building (including landscaping). In the event the Owner refuses or fails to so repair or rebuild any and all such damage to his improvements within thirty (30) days, the Association, by and through its Board of Directors, is hereby authorized by such Owner to repair and rebuild the improvements in a good workmanlike manner in conformity with the original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association will have a lien securing the payment of same identical to that provided for in Article VI, securing the payment of said sums expended and subject to the power of sale and foreclosure as set forth in said Article.

The individual Owners shall make every reasonable effort to secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Association, other Lot Owners, and their respective tenants, servants, agents and guests.

All individual Owners shall furnish a certificate of insurance to the Association or its manager. If any Owner fails to obtain, or to maintain any policy for insurance required herein, then the Association may procure a policy of hazard insurance, and add the cost of such premium to the assessments of that particular lot(s).

ARTICLE XIII. MORTGAGEE'S RIGHTS

Upon request, the Association shall make available to any Lot Owner and lender, and to any holder, insurer, or guarantor of any first mortgage, current copies of this Declaration, the Bylaws, and other rules concerning the affairs and management of The Development, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours.

Upon request, the Association shall furnish to any holder of a first mortgage a financial statement for the Association's immediately preceding fiscal year.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage;
- (b) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;
- (d) any proposed act that requires the consent of a specified percentage of mortgage holders.

The consent of at least seventy-five percent (75%) of the votes of the Owners and consent of the Declarant, as long as it owns any land subject to this Declaration, and the approval of the eligible holders of first mortgages on Lots to which at least seventy-five percent (75%) of the votes subject to a mortgage appertain, shall be required to terminate the Association.

Subject to Article XIV, Section 1, the consent of at least seventy-five percent (75%) of the votes of the Owners and the approval of the Declarant, as long as it owns any land subject to this Declaration, and the approval of eligible holders of first mortgages on individual Lots to which at least fifty-one percent (51 %) of the votes subject to a mortgage appertain, shall be required to materially amend any provisions of the Declaration, Bylaws, or Charter of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (i) voting; (ii) assessments, assessment liens, not including a subordination of said lien; (iii) reserves for maintenance, repairs, and replacement of the Common Area; (iv) insurance or fidelity bonds; (v) rights to use of the Common Area; (vi) responsibility for maintenance and repair of the Property; (vii) boundaries of any residential Lot; (viii) imposition of any right of first refusal or similar restrictions of the right of any Owner to sell, transfer or otherwise convey his Lot; and (ix) any provisions included in the Declaration, Bylaws, and Charter of Incorporation which are for the express benefit of holders, guarantors or insurers of first mortgages on residential units, which provisions do not set out a required number of votes to amend the particular provision.

ARTICLE XIV. GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each.

Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than seventy-five percent (75%) of the votes of the membership at any time. During the first ten (10) years from the date of the recording of this Declaration, or so long as the Declarant or its successors or assigns owns any land subject to this Declaration, any amendment must also be approved by the Declarant. So long as the Declarant or

its successors or assigns owns any land subject to this Declaration, the Declarant reserves the unilateral right to amend this Declaration in whole or in part without any vote or joinder by the Members being necessary.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing or to address of the Lot, whichever is preferred by the Board of Directors.

Section 3. Mediation and Arbitration. Expense. If any dispute relating to this development arises between The Declarant, The Association, any Owner, any Builder, or any combination thereof, then any single party of the dispute shall have the right to demand that the dispute be handled by either mediation or arbitration." Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The requesting party will pay the mediation fee, if any." Arbitration" is the process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision **is binding** on and **final** as to the parties. Each party to any arbitration will pay its own fees, costs and expenses including attorney's fees and will equally split the arbitrator's fees and administrative fees of arbitration. A party can demand mediation, and later demand arbitration, or one party can demand mediation, and another demand arbitration. If both are demanded at the same time, then the dispute shall go to arbitration which shall be deemed final.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 5 Waiver. No restriction, condition, obligation or provision of the Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 7. Assignability. The Declarant reserved the right to assign its rights, powers and/or authority as the Declarant to any affiliated entity by an amendment of this Declaration duly executed and recorded in the Register of Deeds office of Shelby County, Tennessee. If so assigned, the rights, powers and authorities reserved to the Declarant shall be reserved for the Assignee of the Declarants rights, powers and authorities for so long as the Assignee owns any land subject to this Declaration.

Section 8. Headings. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 9. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is mailed.

Section 10. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and the singular shall include the plural.

ARTICLE XV. DEVELOPERS RIGHTS AND RESERVATIONS

Section 1. Developers Rights and Reservations. No provisions in the Charter, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of the Developer to complete or alter improvements or refurbishments to and on the Common Area or any portion of the Property owned by Developer, alter the construction plans and designs, or construct such additional improvements or add future phases as Developer deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Developer's business or completion of the work and disposition of the Lots by sale, or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot hereby acknowledges that the activities of the Developer may temporarily or permanently constitute an inconvenience or nuisance to the Owner, and each Owner hereby consents to such inconvenience or nuisance.

Section 2. Developer's Right to Unilaterally Amend this Declaration. Developer, in its sole discretion and without the need to for any Lot Owner's signature, may unilaterally amend this Declaration, for any reason until 5 years after it has sold all lots in all phases of the subdivision.

Section 3. Developer's rights to Grant Easements. Developer hereby reserves unto itself, and its successors and assigns, for the express use and benefit of all portions of the Property, non-exclusive easements over, under and through the Common Area and Limited Common Area for the construction, maintenance, use and operation of all Utilities, including the construction, maintenance, use and operation of equipment, conduits, pipes, lines and similar installations servicing the Property, together with the power to relocate any such existing easements in any portion of the Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Lots for residential purposes and other purposes permitted by this document. Additionally, Developer shall have the right to grant easements over the Property, specifically including, but not limited to granting non-exclusive easements to vendors and contractors. Developer shall be entitled to

retain any and all commissions, fees and compensation from any such vendor or contractor for such easements, and the Association shall have no right of contribution to such commissions, fees, or compensation.

Section 4. Utility Service Easements. Developer hereby reserves unto itself, the power to assign, non-exclusive easements over, under, upon and through the Property for the purposes of access to, constructing or maintaining, improvements upon, providing Utility services to or across, or providing drainage to or from the Property, any other adjacent property which may become part of the Property pursuant to this document, or any other property adjacent to the Property.

Section 5. Other Facility Easements. Developer hereby reserves the right to install all lines, pipes and facilities throughout the Property as may be needed for the use of the Lots individually and/or collectively from time to time.

Section 6. The Developer shall have the right to enter on the Property, and to take all actions necessary or convenient for the purpose of inspecting, testing, surveying, to determine the actions needed to fulfill any warranty or to determine the extent of the warranty, and to take those actions necessary to fulfill the Developer's responsibilities under the warranty. The original Developer's warranty shall expire from one year of the date of the recording of the plat. Developer shall also have an easement over, under, across, in and through such property as may be required by developer in connection with the completion of any contemplated improvements on the Property and the sale of Lots thereon, and in the roads and parking areas. Neither Lot Owners nor the Association, nor their use of the Property, shall interfere in any way with the Developer's completion and sale of Lots located on the Property or any adjacent property.

Section 7. Developer shall pay expenses for the construction of the project incurred by it directly during the development; provided, however, each Lot Owner taking title to a Lot shall commence paying assessments as provided herein and to the extent the assessments paid by the Lot Owners are not sufficient to pay the operating expenses of the project Developer shall have no obligation to pay the difference; provided, however, should Developer advance and/or pay any assessments or costs which are the responsibility of the Association, the Association shall repay Developer for all such advances at such time, upon such schedule and terms as Developer shall require.

Section 8. Developer may relinquish control of the association in phases after recording the plat for each individual phase.

Section 9. Right of Assignment. Developer hereby reserves the right to assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Property. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Successor Developer under this document are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the

Lot Owners, the Board or the Association upon the transfer of control of the Association. Any assignment of Successor Developer rights shall be evidenced by an instrument recorded with the formalities of a deed in the public records of Shelby County, Tennessee.

ARTICLE XVI. DECLARANT RIGHTS AND RESERVATIONS

Special Declarant Rights. Notwithstanding anything to the contrary in this Covenants, Conditions and Restrictions, Declarant and its assigns shall have the following rights:

Section 1. Declarant's Right to Unilaterally Amend this Declaration. Declarant in its sole discretion and without the need to for any Lot Owner's signature, may unilaterally amend this Declaration, for any reason until 5 years after it has sold all lots in all phase of the subdivision.

Section 2. Declarant exempt from dues. Declarant shall have no obligation to pay any assessment, special assessment or other charge, including but not limited to, reserves which might be assessed by the Association for payment by Lot Owners;

Section 3. Declarant's right for signs. Declarant shall have the right to place signs on the project advertising the project, the sales of Lots/House;

Section 4. Declarant's easements for construction. Declarant shall have easements over the Property for ingress and egress and for such purposes of constructing, equipping, fixturing and furnishing the Lots and the construction on any Lot, including the construction, maintenance, operation and the like of the Property, its Lots, and Common Area, or the adjacent Property.

Section 5. Warranty Obligations. Any Successor Declarant shall have no liability under any warranty, whether statutory, expressed, or implied, for any act or omission in the development of the Property.

Section 6. Consent. The Declarant shall be exempt from all provisions of this document requiring the consent of the Association or the Architectural Committee

Section 7. Right of Assignment. Declarant hereby reserves the right to assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Property. In the event of any partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Successor Declarant under this document are independent of the Declarant's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Lot Owners, the Board or the Association upon the transfer of control of the Association. Any assignment of Successor Declarant's rights shall be evidenced by an instrument recorded with the formalities of a deed in the public records of Shelby County, Tennessee.

**ARTICLE XVII.
ENFORCEMENT OF DECLARATION**

Section 1. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, the Architectural Design Guidelines, or ruling of the Architectural Review Committee, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure at the cost and expense of the Owner of the Lot where such structure is located or who otherwise causes such violation, if the violation is not corrected by such Owner within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Article VII. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person or the Association for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 2. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, the Architectural Design Guidelines, or ruling of the Architectural Review Committee, to recover damages for any such breach or violation, to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an Owner under this Declaration or otherwise specified in this Declaration and to enforce any lien created by this Declaration. There is a conclusive presumption that any actual or threatened violation or breach of this Declaration, the Architectural Design Guidelines, or ruling of the Architectural Review Committee cannot be adequately remedied by an action at law exclusively for recovery of monetary damages.

Section 3. Fines for violation of the Covenants and rules. The Association will have the right to assess a \$100 fine per day per violation against the Owner of a Lot 30 days after written notice of a violation as contained in this Declaration and or any rules and regulations. If after 60 days of written notice of the violation the violation has not been cured, the Association will have the right to assess additional fines against an Owner in an amount up to \$300.00 per day (with the specific amount of assessment to be at the discretion of the Board of Directors of the Association). Such a fine and assessment shall be recorded as a lien if left unpaid after thirty (30) days. Any lien so recorded shall be subordinate to the lien of any existing deed of trust.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be signed by the Officer duly authorized so to do as of the day and year first above written.

CC Club Holdings, Inc.

By: James W. Russell, Jr. President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared James W. Russell, Jr., with whom I am personally acquainted and who, upon oath acknowledged himself to be the President of CC Club Holdings, Inc., the within named bargainer, a Delaware Corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such President.

WITNESS my hand and notarial seal this ____ of January, 2021.

Notary Public

My commission expires: _____

Exhibit A

Attach Legal Description of the property.

Exhibit B

**CHARTER
OF
LEGACY AT COLONIAL HOMEOWNER'S ASSOCIATION, INC.**

The undersigned person under the Tennessee Nonprofit Corporation Act, adopts the following charter for the above listed corporation:

**ARTICLE I
NAME**

The name of the corporation is The Legacy at Colonial Homeowner's Association, Inc., hereunder called the "Association".

**ARTICLE II
DURATION OF CORPORATION**

The duration of the Association shall be perpetual.

**ARTICLE III
INITIAL REGISTERED OFFICE**

The street address, county, and zip code of the Association's initial registered office is: The Legacy at Colonial Homeowner's Association, Inc., 2810 Whitten Road, Memphis, TN 38133, as may be relocated from time to time. The name of the initial registered agent of the Association is James W. Russell, Jr., who may be located at the registered office.

**ARTICLE IV
INCORPORATOR**

The name, address, and zip code of each incorporator is: CC Club Holdings, Inc. 2810 Whitten Road, Memphis, TN 38133.

**ARTICLE V
PRINCIPAL OFFICE**

The street address and zip code of the principal office of the Association is: 2836 Whitten Road, Memphis, TN 38133.

**ARTICLE VI
NON-PROFIT CORPORATION**

The Association is non-profit.

ARTICLE VII
PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof. The purpose for which the Association is organized is to maintain the common facilities of The Legacy at Colonial in Shelby County, Tennessee and perform all duties and functions of The Legacy at Colonial Homeowner's Association, Inc. as described in the Declaration of Protective Covenants, Conditions, and Restrictions for The Legacy at Colonial recorded in the Register's Office for Shelby County, Tennessee, hereinafter called the "Declaration" and any additions and amendments thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

7.1. Exercise all of the powers, rights, and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided.

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

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

7.4. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

7.5. Have and exercise any and all powers, rights, and privileges which a corporation organized under the Act by law may now or hereafter have or exercise.

ARTICLE VIII
MEMBERSHIP

The Association will have members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IX
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors. The number of directors and the method of electing the same shall be provided in the Bylaws of the Association.

All directors and officers of the Association shall be immune from suit and no present or former director or officer of the Association shall have any personal liability to the Association or its members for monetary damages arising from the conduct of the affairs of the Association, except when such conduct amounts to willful, wanton, or gross negligence. The Association shall indemnify all current and former directors and officers of the Association to the maximum extent allowed by law, including, without limitation, advancing expenses for any and all claims brought against such persons in connection with their actions or inactions in their official capacity as directors and officers of the Association.

ARTICLE X
AMENDMENT

Except for those amendments which expressly permits to be made by the directors of the Association, and unless a higher percentage vote is required elsewhere in the Declaration or the Act, any amendment to these Articles of Incorporation to be adopted must be approved by the affirmative vote of more than fifty percent (50%) of the members present in person or by proxy and entitled to vote at a duly called meeting of the Association or the affirmative written consent of more than fifty percent (50%) of all members entitled to vote. Notwithstanding the foregoing, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant (as defined in the Declaration) under these Articles of Incorporation or the Declaration shall require the verified written consent of the Declarant upon such instrument in order to be effective.

ARTICLE XI
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than sixty-seven (67%) of all the members of the Association entitled to vote. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed to the Members.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Tennessee, the undersigned, constituting the incorporator of this Corporation, has executed these Articles of Incorporation as of the ____ day of January, 2022.

INCORPORATOR:

CC Club Holdings, Inc.

By: James W. Russell, Jr. President

Exhibit C

BYLAWS OF

THE LEGACY AT COLONIAL HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I DEFINITIONS

The terms defined in the Declaration of Covenants, Conditions, and Restrictions for The Legacy at Colonial of record in the Register's Office for Shelby County, Tennessee shall have the same meaning in these Bylaws.

ARTICLE II NAME AND OFFICES

2.1. Name. The name of the Association for all Owners within the Development Property shall be The Legacy at Colonial Homeowner's Association, Inc.

2.2. Registered Office and Agent. The initial registered office of the Association is 2810 Whitten Road, Memphis, TN 38133, as may be relocated by the Board from time to time. The name of the initial registered agent of the Association is James W. Russell, Jr., who may be located at the registered office.

2.3. Other Offices. The Association may also have offices at such other places both within and outside the State of Tennessee as the Board may from time to time determine or the business of the Association may require.

ARTICLE III MEMBERS AND MEMBERSHIP PRIVILEGES

3.1. Eligibility and Membership. The Members of the Association (the "Members") shall consist of the Owners of a Lot within the Development Property.

3.2. Succession. The membership of each Owner shall terminate when they cease to be an Owner, and upon sale, transfer, or other disposition of their ownership interest in the Development Property, their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

ARTICLE IV MEETINGS OF MEMBERS

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

(if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four (4) months after all the Lots within the Development Property have been sold by the Declarant or (b) three (3) years following conveyance of the first Lot within the Development Property by the Declarant. Each subsequent regular annual meeting of the Members shall be held within twenty-five (25) days of the anniversary of the first regular annual meeting each year thereafter at such time as set by the Board.

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

4.3. Place and Time of Meetings. Meetings of the Members may be held at a place and at such time to be determined by the Board within Shelby County, Tennessee as specified in the written notice of such meeting.

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

4.5. Quorum. The presence in person or by proxy of at least thirty-five percent (35%) of the Votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to Vote in person or represented by proxy present at a meeting fail to satisfy a quorum, the Members present shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. Further, if a quorum is not present, a subsequent meeting may be called, and the required quorum shall be reduced by half at such meeting. Such procedure may be repeated until a quorum is established, although in no event may the required quorum be less than ten percent (10%) of the Votes entitled to be cast at a meeting of the Members.

4.6. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the majority Vote of Members present, in person or by proxy, and entitled to Vote shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable Tennessee statute, the Declaration, or these Bylaws a different Vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawal of enough Members to leave less than a quorum.

4.7. Method of Voting: Proxies. Each Member shall be entitled to cast one (1) Vote for each Lot owned by such Member as further provided in the Declaration. The Vote of each Member may only be cast by such Member or by a proxy duly executed and given by such Member to his authorized representative as set forth on such proxy. No proxy shall be valid for more than one meeting, and every proxy shall bear the signature of the Member making the proxy, the date of the meeting to which the proxy relates, and the name of the authorized representative to Vote on behalf of the Member. Such proxy may not be revoked except by actual notice to the Person presiding over the meeting for which the proxy relates; and such proxy is void, if it is not dated or purports to be revocable without notice. Such proxy shall be filed with the secretary prior to or at the time of the meeting. If title to any property ownership interest in a Lot of the Development Property entitling the Member to Voting rights as provided in the Declaration is in the name of two or more Persons as co-owners, all such Persons shall be Members, referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member as provided in the Declaration at any meeting of the Members, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote is to be cast (in person or by proxy). In the event of disagreement among such Joint Member to cast a Vote, such Joint Member shall not be recognized, and such Vote shall not be counted.

4.8. Assessment Default: No Member who is in default in the payment of any Assessment or other duly levied charge under the Governing Documents shall be entitled to exercise their right to Vote until they have cured such default. A Member may protest the amount of any Assessment or other duly levied charge, but it still must be paid during the pendency of their protest to the Association or its agent.

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

ARTICLE V BOARD OF DIRECTORS

5.1. Board Authority and Number. The affairs of the Association shall be managed by a Board of Directors. During the Appointment Period, the directors, who need not be Members, shall be appointed by the Declarant and shall serve at the pleasure of the Declarant. After the Appointment Period, the Board shall consist of not less than three (3) nor more than five (5) directors, each of whom must individually be a Member or be the Declarant, its assignee or officer, agent, or representative thereof.

5.2. Election. After the Appointment Period, the election of the directors to be elected for a particular year shall occur at the annual meeting of the Members. The election of the Board by the Owners shall be based on the number of Persons receiving the highest number of Votes for as many candidates as there are directors being elected at a meeting of the Owners at which a quorum is present. Cumulative Voting is not permitted.

5.3. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a director and two or more Members. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

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

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

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

5.7. Director Removal by Members. Notwithstanding any provision to the contrary in the Declaration or these Bylaws, any director other than a director appointed by the Declarant may be removed with or without cause by majority Vote of all the Members.

5.8. Place of Meetings. The Board shall hold their meetings, both regular and special, in Shelby County, Tennessee or such other location as may be selected by unanimous consent of the directors then elected and serving. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the president or a majority of the directors upon three (3) days written notice to each director, either personally, by mail, by facsimile, or by other electronic transmittal. Except as may be otherwise expressly provided by Tennessee statute, the Declaration, or these Bylaws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice.

5.9. Quorum. At all meetings of the Board, the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the directors present at any such meeting at which there is a quorum shall be the act of the Board. If a

quorum shall not be present at any meeting of the directors, the directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

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

5.11. Compensation. No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

5.12. Agents and Delegation of Powers. Except as otherwise prohibited by statute, the Declaration, or these Bylaws, the Board may delegate any of its powers to other Persons including without limitation a Management Agent. Any such delegated powers shall be identified in a writing maintained in the records of the Association.

ARTICLE VI BOARD POWERS AND DUTIES

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

- a. To enforce the Declaration; and adopt, enforce, and amend Rules and Regulations and/or other Governing Documents governing the use of the Development Property and facilities and the personal conduct of Owners and their guests thereon; and establish penalties for the infraction thereof.
- b. To elect and remove the officers of the Association and declare the office of a director to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board.
- c. To suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment or other duly levied charge by the Association.
- d. To make contracts and incur liabilities and borrow money for the purpose of repair or restoration of Common Areas that are the responsibility of the Association to repair or restore.
- e. To regulate the use, maintenance, repair, replacement, or modification of Common Areas and formulate policies for administration, management, and operation of the Development Property and the Common Areas.
- f. To cause additional Improvements to be made as a part of the Common Areas.

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

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

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

j. To exercise any other powers conferred by the Declaration and these Bylaws and exercise any other powers necessary and proper for the governance and operation of the Association and the administration of the affairs of the Association and Development Property.

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

6.2. Duties. The Board shall have the following Duties subject to the provisions of the Declaration:

- a. To adopt and amend budgets for revenues, expenditures, and reserves; send notice of Assessments and any other duly levied charges to Owners; collect Assessments and any other duly levied charges from Owners; and impose charges for late payment of Assessments or other duly levied charges.
- b. To determine the fiscal year of the Association and change said fiscal year from time to time as the Board deems necessary or appropriate.
- c. To hire and discharge managing agents and independent contractors, other employees, and agents; and supervise all officers, agents, and employees of the Association to see that their duties are properly performed.
- d. To comply with the instructions expressed in resolutions duly adopted at any regular or special meeting of Owners at such meeting.
- e. To acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property.
- f. To impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Areas and for services provided to Owners.
- g. To impose reasonable charges for the preparation and recordation of amendments to the Declaration or the production of Association information and/or documents.
- h. To impose reasonable charges for services rendered in connection with the transfer of a Lot.

i. To institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or any two (2) or more Owners on matters affecting the Development Property.

j. To foreclose the lien against any property for which Assessments or other duly levied charges are not paid or to bring an action at law against the Owner personally obligated to pay such amounts.

k. To provide for the indemnification of the Association's officers and directors and maintain liability insurance on such directors and officers.

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

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

ARTICLE VII OFFICERS

7.1. Enumeration of Offices. The officers of the Association shall be a president, a secretary, and such other officers as the Board may from time to time create.

7.2. Election of Officers. The officers shall be elected by the Board from among the directors. After the Appointment Period, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

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

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

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

7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer they replace.

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

7.8. Compensation. The salaries of all officers of the Association shall be fixed by the Board but shall never be greater than an amount equal to the Common Assessment due per Owner for that Assessment Year. A person holding multiple offices may only collect a salary for one (1) office.

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

7.10. Vice-President. The vice-president shall act in the place and stead of the president in the event of their absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

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

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

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1. Reserves. The Board shall provide for such reserves as the directors, in their discretion, determine proper to provide for contingencies, to repair or maintain any portion of the Development Property, or for such other purpose as the directors determine beneficial to the Association.

8.2. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other Person(s) as the Board may designate.

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

8.4. Amendment. These Bylaws may be changed, modified, or amended upon the affirmative vote of more than fifty percent (50%) of the Votes present in person or by proxy at a meeting duly called for such purpose or the affirmative written consent of more than fifty percent (50%) of all Votes in the Association unless a higher percentage of Votes is required elsewhere in these Bylaws, the Declaration, or applicable law; provided, however, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant under these Bylaws shall require the consent of the Declarant in order to be effective

8.5. Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8.6. Headings. The headings used in these Bylaws have been inserted for administrative convenience only and do not constitute matters to be construed in interpretation.

CERTIFICATION

The undersigned hereby certifies that the foregoing Bylaws were duly executed and adopted by the Incorporator as of the ____ day of January, 2022.

INCORPORATOR

CC Club Holdings, Inc. a Delaware Corporation.

By: James W. Russell, Jr. President

Exhibit D

Exhibit E

