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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“**Declaration**”) is made as of this 28th day of March, 2008, by and between LT, Inc. (hereinafter referred to as the “**Declarant**”), and any and all persons, firms or corporations hereinafter acquiring any of the within described property.

RECITALS:

WHEREAS the Declarant is the owner and developer of certain real property located in the Fayette County, Tennessee, intended to be developed as a residential community consisting of up to 49 single-family residential lots (the “**Property**”).

WHEREAS the Declarant has caused a plan to be prepared for the Development of the Property to be known as Belle Farms, including certain common areas for the use, benefit and enjoyment of the owners of the lots in common with each other (the “**Development**”); and

WHEREAS the Declarant has caused a plat of the Development to be filed in Plat Book _____, Page _____ (the “**Development Plat**”) and has entered into that certain Declaration of Open Space Covenants and Agreements dated March ____, 2008 and of record at Instrument _____ (the “**Open Space Agreement**”) each recorded in the Fayette County Register’s Office;

WHEREAS, it is to the benefit, interest and advantage of the Declarant and each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, restrictions, conditions, easements, assessments and liens governing and regulating the use and occupancy of the Property 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 is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Development Plat as Exhibit B hereto), all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, their 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.

SECTION I **DEFINITIONS**

The following words when used in this Declaration shall have the following meaning:

“Association” shall mean and refer to the Belle Farms Homeowners’ Association, 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 as Exhibits C and D, respectively and are made a part hereof.

“Belle Farms Lake” shall mean the lake located within the Development.

“Board of Directors” or “Board” shall refer to the duly elected Board of Directors of the Association.

“Common Area” shall mean all real property and the improvements located thereon owned by the Association for the common use and enjoyment of the Members of the Association, including Belle Farms Lake.

“Declarant” or “Declarants” shall mean LT, Inc. with offices at 366 New Byhalia, Suite 1, Collierville, Tennessee 38017.

“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.

“Development” shall mean the project located upon the Property and known as Belle Farms.

“Equestrian Facility” shall mean the Improvements now existing or hereafter constructed upon the Out Parcel for the housing, use, care and keeping of horses, including one or more multi-stalled barns, and indoor and outdoor riding rings.

“Equestrian Facility Operator” shall mean LT, Inc., a Tennessee corporation, its successors and assigns.

“Equestrian Property” shall mean the Common Area designated for equestrian use, including the pastures and Equestrian Trails.

“Equestrian Trails” shall mean the open area containing the pastures and trails now or hereafter located within the Development as shown on the Plat.

“Improvements” shall mean the structures, fences, walls, ornamental sign posts, 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 the said Lot. 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 encroachment and use shall apply thereto in favor of the Lot to be benefited.

“Lot” or “Lots” shall mean and refer to the plots of land designated with up to Numbers 1 through 49, inclusive, as shown on Exhibit B hereto. It shall be understood and agreed that the Declarant shall be the Owner of all of the Lots until such time as the Declarant conveys fee simple title to a Lot by recordable deed from and after the date hereof. Ownership of a Lot hereunder shall include an undivided pro rata interest in the Common Area owned by the Association.

“Member” shall mean a Person who holds a membership interest in the Association.

“Out Parcel” shall mean the real property owned by the Declarant. While Out Parcel is physically located within the Development and more fully described on Exhibit E hereto, it is the intent of the Declarant that the covenants, conditions and restrictions set forth in this Declaration shall not apply to the Out Parcel.

“Out Parcel Owner” shall mean and refer to the record Owner whether one or more persons or entities, of fee simple title to the Out Parcel, 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.

“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.

“Person” shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

“Property” or “Properties” shall mean that real property described in Exhibit A and B hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION II **THE PROPERTY**

1. Property Subject to this Declaration. That certain real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Fayette County, Tennessee, and is more particularly described in Exhibit B attached hereto and made a part hereof, less and except the Out Parcel.

2. Common Area. The Common Area consists of the real property designated as common area or open area on the plat, including Belle Farms Lake and the Equestrian Trails, together with such additional property and rights to property transferred or conveyed to the Association from time to time. The Association shall be responsible for providing and paying for all maintenance and expenses for the Common Area and the improvements thereon, including without limitation, the trails and walks, the lake, signs, and fences, including any removal of debris cause by falling trees or limbs. The Common Area may be used for the Equestrian Facility and the horses

housed therein pursuant to the written agreement between the Equestrian Facility Operator and the Board of Directors of the Association.

3. Lakes and Ponds. At the time of the construction and development of the Development, certain ponds and lakes may exist upon the Lots. The location and continued existence of the ponds and lakes shall remain and shall not be altered by the Owners, who shall have the exclusive use of the pond or lake located upon the Owner's Lot. No other Lot Owner shall be entitled to use such pond or lake.

4. Additional Property. Additional residential property and/or common areas which are not presently a part of the Property may be added to and become subject to this Declaration as desired by the Declarant.

SECTION III **THE ASSOCIATION**

1. Members. Every Person who is an Owner of a Lot within the Property shall be a Member of the Association, 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 Property. Ownership of such Lot shall be the sole qualification for membership. The Out Parcel Owner shall be a non-voting member of the Association.

2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of a Lot, as set out in Section 2 of the Open Space Agreement.

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.

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 that there is a quorum present) shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of a statute or of the corporate charter of the Association, or this Declaration, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote of any membership that is owned by more than one person may be exercised by any of them present at any such meeting unless an objection or protest by any other owner of such membership is noted at the meeting. In the event all of the co-owners of any membership who are present at any meeting are unable to agree on the manner in which the vote for such membership shall be cast on any question, then such vote shall not be counted for purposes of determining that question. No Member is 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 sixty (60) days delinquent in any payment due the Association.

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 other requirements imposed by laws or the Bylaws.

6. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one percent (51%) 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 the Members. If the number of Members at any meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.

SECTION IV **BELLE FARMS EQUESTRIAN FACILITY**

1. Maintenance. The Association shall enter into a signed lease (“Lease”) with the Equestrian Facility Operator for the operation and maintenance of the Equestrian Trails and all Common Area designated for equestrian use.

2. Use of Equestrian Facility. The minimum number of stalls to be available to the Lot Owners, the method for the determination of priority for stabling horses therein, and the rates to be extended to the Lot Owner for the cost for stabling or other equestrian services shall be established in the Lease. An Owner, who is a builder, intending to build a residence for someone other than himself or herself shall not be eligible to stable a horse in the Equestrian Facility, under the provisions of this Declaration.

3. Equestrian Facility Operator. The rights and/or obligations of the Equestrian Facility Operator with respect to the use of the Equestrian Trails shall be set forth in the Lease.

4. Insurance. The Equestrian Facility Operator shall maintain, and shall require that any subcontractor or independent contractor brought into the Equestrian Facility maintain adequate insurance coverage as determined by the Equestrian Facility Operator in its sole discretion.

5. Rules. The Equestrian Facility Operator shall establish all rules and regulations regarding the maintenance, operation and use of the Equestrian Trails and any Common Area designated for equestrian use, including, without limitation, rules regarding the following:

- a. rules of conduct for the safe use and enjoyment of the Equestrian Facility and Equestrian Trails by the Members of the Association and the general public;
- b. rules prohibiting conduct deemed detrimental to the health, safety and/or welfare of riders and horses using the Equestrian Facility and Equestrian Trails; and
- c. general operating guidelines for the Equestrian Facility.

SECTION V **PROPERTY RIGHTS AND EASEMENTS**

1. Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the restrictions set forth in Section 3 of the Open Space Agreement.

2. Easements for Utilities. The utilities serving the Lots, including, but not limited to, electric, water, gas, phone and CATV, shall be located generally within the roadway and as shown on the Plat. The Declarant hereby reserves for itself, the Association, and its designees (including without limitation the County of Fayette or any utility) blanket easements upon, across, over and under all of the roadways and to the extent shown on any plat, including Exhibit B hereto; a ten (10) foot wide easement along each side of the roadways; and over any Lots for ingress, egress, installation, replacing, repairing and maintaining all such utilities. The Declarant, the Association, or their designees, reserve the right to grant any utility easements in favor of Fayette County and any other utility which Declarant or the Association deems appropriate.

3. Easements for Maintenance. All Lots adjoining the Equestrian Trails and Common Area shall be subject to an easement as necessary to permit the Association to own, install, maintain and replace the fences. All Lots adjoining Belle Farms Lake shall be subject to an easement as may be necessary to allow the Association to maintain Belle Farms Lake and to install, maintain, and/or replace the improvements thereon.

SECTION VI **MAINTENANCE AND REPAIR**

1. Individual Lot Owners. Each Owner of a Lot shall be responsible for all interior maintenance, painting, repairs and upkeep on his Lot and the improvements thereon. In order to retain the appearance of the Development, no exterior maintenance, repairs or replacements which substantially alter the exterior appearance of a Lot shall be commenced for the improvement of an individual Lot unless permission is obtained from the Architectural Control Committee, as hereinafter defined. All Lots have natural drainage and all maintenance expenses associated with the drainage on each Lot is the responsibility of the Owner of the Lot. Any modification to the natural drainage flow shall be designed by an engineer and approved by the Declarant or the Architectural Control Committee.

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

SECTION VII **ASSESSMENTS OF LOT OWNERS**

1. Assessments and the Creation of a Lien. Each Owner of a 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 pay to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, including the Common Area maintenance needs; and (iii) 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 against which each such assessment is made, as well as the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due.

2. Annual Assessments of the Association. Each Owner shall pay an annual sum to the Association as more fully set forth in Section 5 of the Open Space Agreement (the "Assessments").

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

4. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration or the Open Space Agreement, or any installment thereof, which is not paid on the date when due shall be delinquent and shall be subject to the remedies set forth in Section 7 of the Open Space Agreement.

5. Remedies Cumulative. All rights, remedies and privileges granted to the Association, pursuant to the terms, provisions and covenants or conditions of this Declaration and the 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 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 in equity.

6. Acceleration of Installments. Upon the default in payment of any one or more installments of any assessment levied hereunder, the entire balance of the said assessment may be accelerated at the option of the Board of Directors and declared to be immediately due and payable in full.

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

- a. General and special assessments for real estate taxes on a Lot;
- b. Liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment and recordation of the Association's lien hereunder.

8. Subordination and Mortgage Protection. Notwithstanding any other provision hereunder 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 a recorded first priority mortgage or deed of trust upon such Lot, when made in good

faith and for value received; provided 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. Any such delinquent assessments, which are extinguished pursuant to the foregoing provisions, may be reallocated and assessed to all Owners as a common expense, including the purchaser at foreclosure. Such sale or transfer shall not relieve the purchaser at such foreclosure 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.

This Section may not be amended, modified or rescinded without the prior written consent of the mortgagees and holders of the indebtedness secured thereby, recorded prior to the recordation of such amendment, unless the mortgagees and holders shall join in the execution of such amendment, modification or rescission.

SECTION VIII **ARCHITECTURAL CONTROL**

1. Architectural Control Committee. The Developer shall serve as the Architectural Control Committee until the earlier of (i) its resignation or (ii) that date seven (7) years from the date of the recording of this Declaration. Thereafter the Board of Directors of the Association shall appoint three (3) individuals to serve for a period of years to be determined by the Board of Directors. Any vacancy in the Architectural Control Committee shall be filled by the Board of Directors. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required to adopt or promulgate any rule or regulation thereof, or make any findings, determinations, or rulings, or to issue any permanent authorization or approval pursuant to directive or authorizations contained herein.

2. Approvals Necessary and Remedies. No Improvements, nor any structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto or permitted to remain on any of the Lots, nor shall any existing structures, fence or barrier upon any Lot be altered in any way which substantially changes the exterior appearance thereof (which includes but is not limited to changes in paint color and re-roofing), nor shall there be any additions, attachments, or deletions to the Improvements, nor shall there be any change in landscaping, without the written consent of the Architectural Control Committee. No new use may be commenced on any Lot unless the plans and specifications (including a description of any proposed new use) are first submitted to and approved in writing by the Architectural Control Committee. All plans and specifications shall be professionally prepared to industry standards and shall contain such information as may be required by the Architectural Control Committee, but in any event shall include:

a. A site plan of the Lot showing the overall nature, materials, color and location of all improvements, including front, side and rear setbacks of all structures, fences, gates, or barriers, and the location of driveway, turnarounds, parking spaces, utility meters, A.C. equipment, refuse storage and screening, wells and septic tank systems; and

b. The site plan shall also show the minimum ground floor area of a single family dwelling, exclusive of porches and garages, in compliance with Section 8.2 (c); and

c. Architectural plans shall include floor plans, all exterior elevations, building sections and details of cornice, front entrance porches, rails, and other details, etc. of special or unique importance or character. Said plans shall include adequate data and detail as to the overall exterior materials and color scheme and the overall kind, style, shape, height, materials and quality of the proposed structure and other improvements.

The Architectural Control Committee reserves the right to require additional data or detail, should any of the items noted above not be adequately covered or should a design of unique quality or merit require such further information for a full review and approval.

3. Rules and Actions of the Committee. The Architectural Control Committee may promulgate rules, from time to time, 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 plantings, and may issue statements of policy with respect of approval or disapproval of the architectural styles or details or other matter which may be presented for approval. Any rules or statements of policy may be amended at any time by the Architectural Control Committee. Approval of any plans and specifications relating to any Lot 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 and any condition attached to the approval have been adhered to and complied with, with respect to all structures, fences, hardscapes or barriers on the uses of the Lot in question.

In the event that the Architectural Control Committee fails to approve or disapprove any plans and specifications within thirty (30) days after submission, the same shall be deemed to have been approved, as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained upon any Lot or any new use is commenced on any Lot, except as in accordance with the plans and specification submitted to and approved by the Architectural Control 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 required approval. Unless deemed acceptable or appropriate by the Architectural Control Committee, upon written notice from the Architectural Control Committee to the Owner of the Lot, any such structure, fence, hardscapes or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered and such use shall be terminated so as to extinguish the violation. In the event that the Owner fails to act within fifteen (15) days following written notice to cure the violation, the Association through its officers or the Board of Directors shall have the right to enter upon such Lot and to take such steps as may be deemed necessary to extinguish the violation, and the costs thereof shall be a binding personal obligation of the Owner as well as a lien upon the Lot in question upon the recording of such with the Fayette County Register's office.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications furnished to and approved by the Architectural Control Committee, the

Architectural Control Committee shall issue a letter of compliance, identifying the structure and the Lot on which such structure will be placed and stating that the plans and specifications, location of such structures and the use or uses to be conducted thereon have been approved and complies with the requirements of this Declaration. Upon request, the letter shall be issued in recordable form. Such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all of the requirements of this Declaration and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of the Declarant or of the Architectural Control Committee may, at reasonable times, enter upon any Lot and observe the Improvements being constructed or placed thereon for the purpose of ascertaining whether the maintenance, construction or alteration of such Improvements or other structures located thereon are in compliance with these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or observation.

The Architectural Control Committee shall use its best efforts in the exercise of its duties; however, the Architectural Control Committee, its members and the Association shall not be liable for any decision made in the exercise of its duties or for any comments, suggestions and/or redesigns resulting from the review process.

The Declarant, the Association or any Owner of a Lot 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 the Declarant, the Association or an Owner to enforce any such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

SECTION IX **RESTRICTIVE COVENANTS**

1. Residential Use. The Lots shall be used for private residential purposes only.
2. Construction. Each Owner shall complete construction of a residence within thirty-six (36) months after the date of closing of the purchase of the Lot from the Declarant. If the Owner does not complete the construction and obtain a certificate of occupancy within the first 36 months after the date of acquisition, the Owner will pay the Association a fee equal to one percent (1%) of the purchase price for each year or portion thereof that the construction is not completed and certificate of occupancy issued. The Association will utilize the same collection process for the fee as the annual dues owed to the Association.
3. Prohibited Uses and Nuisances. The use of the Lots shall be subject to the following:
 - a. The Development is hereby restricted to residential dwellings for residential use. No structure of a temporary character, trailers, tents, shacks, garages, barns or

other out-buildings shall be used on any portion of any Lot at any time as a permanent residence, either temporarily or permanently;

b. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions, and covenants set out in the Plat attached as Exhibit B. No Lot may be further subdivided or partitioned without the provision of a second point of physical road access through the said re-subdivision.

c. Notwithstanding any other provision herein, the Declarant may, until the last Lot is sold, maintain such facilities as the Declarant, in its sole discretion, determines are appropriate and necessary for the sale of the Lots, including a business office, storage areas, signs, and a sales office.

d. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Lots, except within the Equestrian Facility, the Equestrian Trails and any Common Area being utilized for grazing purposes by the Equestrian Facility. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

e. No advertising signs, except for one (1) "For Sale" sign of not more than 5 square feet, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the said Lots, nor shall the said Lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the owners of any Lots or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of the said Property; provided however, that the foregoing covenants shall not apply to the business activities, signs, billboards, or construction activity of the Declarant, its agents and assigns, during the development of the Lots. This restriction is not intended to prohibit an office located in any residence used only by an occupant of the residence.

f. All equipment, utility meters, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of the private drives and street. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

g. Without the prior written approval and authorization of the Architectural Control Committee, no exterior television or radio antennas or satellite dishes, with the exception of a satellite dish no larger than 36" in diameter and located out of public view, shall be placed, allowed or maintained upon any portion of the improvements located on any Lot, nor upon any structure situated upon the Property, should any such master system or systems be utilized and require any such exterior antenna.

h. No action shall be taken at any time by the Association or its Board of Directors that shall discriminate against any Owner in favor of any other Owners.

- i. No recreational vehicles or commercial vehicles, including and not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, all-terrain vehicles, pick-up trucks or similar type items shall be kept, other than in the garage or otherwise screened from view from the remaining Lots or the roads.
- j. No obnoxious or offensive trade or activity, including, but not limited to, the operation of motor powered vehicles, may be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Owners within the Development.
- k. No building materials of any kind may be placed or stored upon any Lot until the Owner thereof is ready to commence construction. No construction shall be commenced until appropriate erosion controls and waste disposal receptacles are in place and such shall be maintained through the time of construction.
- l. All fences located in front of any residence shall be approved by the Architectural Control Committee. Privacy and sight-proof fences are not permitted on the property line of any Lot.
- m. The Development is not serviced by an overall sewer system. Each Owner shall be responsible for the installation and maintenance of an individual septic tank system or sewer system, which has been approved by the local health authority. No septic tank system or sewer system may be located within 100 feet of any well.
- n. The minimum square footage for a residence shall be 3,500 heated and cooled square feet if a one-story residence. A one and one-half or two story residence shall also have a minimum of 3,500 heated and cooled square feet; at least 1,800 heated and cooled square feet to be located on the ground floor. The Architectural Control Committee may, in its sole discretion, vary the minimum square footage required hereunder.
- o. Any security gates installed by an Owner on a Lot must meet the requirements of the fire code of the Fayette County Fire Department.
- p. The Association shall build a fence around the perimeter of the Common Area. If the Lot Owner desires direct access to the Common Area for their lot, the Lot Owner shall notify the Association and the Association shall install a gate that meets the Architectural Committee's requirements at the Lot Owner's sole expense. The Lot Owner shall be responsible for keeping the gate secured.
- q. No Person may use a Lot for any purpose that would result, directly or indirectly, in the draining of, dumping into the lakes of any refuse, sewage, soil or other material which might tend to pollute the waters of Belle Farms Lake or otherwise impair the ecological balance of the surrounding land. Water from Belle Farms Lake may not be used to irrigate lawns or landscaping without the consent of the Association. All chemicals used for yard maintenance shall be of a type that will not affect Belle Farms Lake and its fish.

r. The Board of Directors of the Association may adopt additional rules governing property use from time to time. The Declarant reserves the right to waive or grant a variance from the foregoing use restrictions to the extent that such is required to avoid hardship to an Owner and provided that such waiver or variance does not materially affect the quality of the Development. Any Notice of Variance shall be filed with the Fayette County Register's Office.

SECTION X **INSURANCE AND CASUALTY LOSSES**

1. Insurance. The Board of Directors shall have the authority to and shall obtain insurance for all insurable improvements within the Common Area. The Board shall also obtain a public liability policy covering the Equestrian Trails and Belle Farms Lake, insuring the Association and the Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The Board shall also obtain an errors and omission policy and any other coverages determined by the Board to be in the best interests of the Board, the Association and the Members. Premiums for all insurance shall be common expenses of the Association and included in any assessments of the Owners under Section 6. All policies shall be in such amounts and may contain such terms, conditions and covenants, as the Board of Directors deems necessary or advisable.

2. Individual Insurance. Each Owner covenants and agrees with all other Owners and with the Association that he shall carry blanket all-risk casualty insurance on the Lot and the improvements thereon for the full replacement cost thereof. In the event of damage or destruction by fire or other casualty, the Owner shall, with the concurrence of the mortgagees, 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 that the owner refuses or fails to commence to repair or rebuild any and all such damage to his improvements within sixty (60) 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 and 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 the same, identical to the lien provided herein in Section 6, securing the payment of said sums expended and subject to the power of sale and foreclosure as set forth in Section 6.

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. Individual Owners shall furnish a certificate of insurance to the Association upon request.

SECTION XI **GENERAL PROVISIONS**

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 any Owner of any property subject to this Declaration, their respective legal representatives, heirs,

successors, and assigns for a term of fifty (50) 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. This Declaration may be amended at any time by written instrument signed by the Owners holding not less than sixty-seven percent (67%) of the votes of the membership at that time. Any amendment must be properly recorded to be effective. During the first three (3) years from the date of the recording of this Declaration, any amendment must also be approved by the Declarant.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE DECLARANT DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF THE DEVELOPMENT.

2. Notices. Any notice required hereunder to be sent to the Declarant, the Association, or any Owner shall be deemed to have been properly sent when mailed, postage paid, to the last known address of such party at the time of such mailing.

3. Enforcement. The Declarant, the Association or any Owner of any land subject to this Declaration shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such legal proceeding shall be entitled to recover from the non-prevailing party all court costs and attorney fees incurred in connection with such proceeding.

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.

5. Gender. 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.

IN WITNESS WHEREOF, the Declarant has executed this Declaration or caused it to be executed by and through its appropriate officers.

LT, Inc.

By: _____
Its: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of LT, Inc., the within named bargainer, a Tennessee corporation, and that he/she as such _____ executed the foregoing instrument for the purpose therein contained, by signing his/her name as _____ of the corporation.

WITNESS my hand and seal at office this _____ day of March, 2008.

Notary Public

Exhibit A

Property Description

Exhibit B

Plat of Belle Farms

Exhibit C
CHARTER
OF
BELLE FARMS
HOMEOWNER'S ASSOCIATION, INC.

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

1. The name of the corporation is Belle Farms Homeowner's Association, Inc.
2. This corporation is a mutual benefit corporation.
3. This corporation is a not religious corporation.
4. The corporation's initial registered office is 366 New Byhalia Rd, Suite 1, Collierville, Tennessee, 38017.

The name of the initial registered agent at such office is:

Thomas W. Taylor
LT, Inc.
366 New Byhalia Road
Suite 1
Collierville, TN 38017

5. The name and address of the sole Incorporator is as follows:

Anita I. Lotz
Farris, Mathews, Branam, Bobango & Hellen PLC
1100 Ridgeway Loop Road, Suite 400
Memphis, Tennessee 38120

6. The street address of the initial principal office is
7. The Corporation is not for profit.
8. The Corporation will have members.
9. The corporation may be dissolved with the assent given in writing and signed by not less than sixty-seven percent (67%) of the members. Upon dissolution of the corporation, other than a dissolution incident to the merger or consolidation of the corporation, all of the assets and property of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such a dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

10. No director shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, except as otherwise provided in subparagraph (a)(b) and (c) of T.C.A. 48-52-102(b)(3). The foregoing shall not eliminate or limit the liability of a director any action or omission occurring prior to the date when this paragraph became effective.

By: _____
Incorporator

Exhibit D
BY-LAWS
OF
BELLE FARMS HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

Name

The name of this corporation is Belle Farms Homeowners Association, Inc. (the "Association"). Its principal place of business is 366 New Byhalia Road, Suite 1, Collierville, Tennessee 38017. The Association may have such other offices within or without the State of Tennessee as the Board of Directors or the Members may from time to time designate.

ARTICLE II

Membership

1. Eligibility. The Owner or Owners of a parcel who have become such in compliance with all of the requirements and conditions contained in the Declaration of Covenants, including these Bylaws, shall be eligible to be a member of the Association, entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the Owner of each Lot, which is unsold by it. The Out Parcel Owner shall be a non-voting member of the Association.

2. Voting Rights. Each Owner of a Lot shall be entitled to one (1) vote for each Lot owned, except that the Declarant shall be entitled to three (3) votes for each Lot owned by it. After the expiration of three (3) years from the date of the conveyance of the first Lot from the Declarant to a purchaser, the Declarant shall only be entitled to one (1) vote for each parcel still owned by it. In the event that a Lot is owned by two or more persons, the vote allocated to that Lot shall be cast by the person authorized by such multiple Owners, and in the event of a failure to agree upon such authorization, no vote shall be recorded for that Lot. In the event that only one of two or more Owners of a Lot is present in person at a meeting, such one person shall be presumed to be authorized by all other Owners of the Lot to cast the vote with respect to such Lot.

Meetings of Members

1. Place of Meeting. Meetings of the Members shall be held at the principal office or the principal place of business of the Association, or at such other place as may be designated from time to time by the Board of Directors.

2. Annual Meeting. The annual meeting of the Members of the Association shall be held at 7:00 p.m. on the second Tuesday in October of each year, beginning in 2008. At such meeting, the Members shall by written ballot elect a Board of Directors in accordance with these Bylaws and transact such other business of the Association as may properly come before them.

3. Special Meetings. Special meetings of the Members may be called by a majority of the Board of Directors, or by the holders of not less than one-tenth (1/10) of the total number of votes entitled to be cast on any issue proposed to be considered at the proposed special meeting. The Secretary shall be responsible for notices of special meetings, which notice shall state the time and place of the special meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

4. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting, shall be delivered either personally or by mail by the Secretary to each Member entitled to vote at the meeting, at his address as it appears on the membership book of the Association, if any, or if no such address appears, at his last known place of address, all at least ten (10) days but no more than two (2) months prior to such meeting. Delivery of any notice to the member at his last known address by deposit, postage pre-paid, with the U.S. Postal Service, shall be conclusive notice hereunder. Upon the request of any Member, the Secretary or other person shall certify that the notice required by this paragraph has been given.

5. Waiver of Notice. A Member may waive any notice required by the Tennessee Nonprofit Business Corporation Act, the Charter or these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Member entitled to notice and be filed in the minutes or corporate records. A Member's attendance at a meeting waives objection to (a) lack of notice or defective notice of the meeting unless such Member objects at the beginning of the meeting or promptly upon his arrival to holding the meeting or transacting business at the meeting; and (b) consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless such Member objects to considering the matter when it is presented.

6. Quorum Requirements. The presence of fifty-one percent (51%) of the Members, either in person or by proxy, entitled to vote on the matter shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting falls below the quorum and the question of the lack of a quorum is raised, no business may thereafter be transacted. If any meeting of the Members cannot be held because a quorum is not in attendance, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called without a requirement for additional notice.

7. Voting. At every meeting of the Members, each Member shall have the right to cast his vote on each question brought before the meeting. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, in person or by proxy (provided that there is a quorum present) shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of a statute or of the corporate charter of the Association, or this Declaration, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote of any membership, which is owned by more than one person, may be exercised by any of them present at any such meeting unless any objection or protest by any other owner of such membership is noted at the meeting. In the event all of the co-owners of any membership who are present at any meeting are unable to agree on the manner in which the vote for such membership shall be cast on any question, then such vote shall not be counted for purposes of determining that question. No Member is 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 sixty (60) days delinquent in any payment due the Association.

8. Proxies. A Member may appoint any other Member or any other person permitted by law or by these Bylaws as his proxy. In no case may any Member (other than the Declarant) cast more than one vote by proxy, in addition to his own vote. A proxy must be in writing and shall be filed with the Secretary or other officer or agent authorized to tabulate votes of the meeting, before being voted. A proxy shall entitle the holder thereof to vote at any adjournment of the meeting, but shall not be valid after the final adjournment the meeting. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE III

BOARD OF DIRECTORS

1. Qualification and Election. The affairs of the Association shall be managed by a Board of Directors. Directors shall be elected by a plurality of the votes cast at the annual meeting of the Members. Each Director shall hold office until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified. The initial Board of Directors shall consist of the following persons: Tom Taylor, Lucy Young and Roy Taylor who shall serve from the date upon which the Declaration is recorded in the Register's Office of Fayette County, Tennessee, until the first annual meeting of the Members beginning in 2008, or until their successors are duly chosen and qualified. In addition to the Directors elected in accordance with this Section 3.1, the Out Parcel Owner shall be a non-voting member of the Board of Directors.

2. Number. The number of elected Directors shall be three (3) persons.

3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and the development and may do all such acts and things as are not by law or these Bylaws directed to be done by the Members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

- a. Care and upkeep of the fences, entrance, landscaping, Belle Farms Lake and any other Common Area or other properties charged to the care of the Association, including the establishment of reserves for repairs or replacements;
- b. Establishment and collection of assessments and/or interest and charges thereon from the Members and for the assessment and/or enforcement of liens therefore in a manner consistent with the Declaration and applicable law;
- c. Designation, hiring and termination of the personnel necessary for the good working order of and provision of services to the development, consistent with applicable law and the Declaration;
- d. Promulgation, distribution and enforcement of rules and regulations, and such additional restrictions and requirements as may be necessary and proper respecting

the sue, occupancy and maintenance of the development, all of which shall be consistent with the Declaration and applicable law; and

e. Election of an Architectural Control Committee.

4. Nominations. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations shall also be accepted from the floor at the annual meeting of the Members. The Nominating Committee shall consist of the President of the Association and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors 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 the appointment of the Nominating Committee shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine as necessary, but in no event less than the number of vacancies to be filled.

5. Removal of Directors. The Members may remove one or more Directors with or without cause at any regular meeting or any special meeting of the Members by the affirmative vote of the majority of the entire membership of record and the election of a successor to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in the payment of any assessments and/or charges related thereto due to the Association shall be automatically terminated and the remaining Directors may elect his successor as provided in paragraph 5 above.

6. Compensation. No compensation shall be paid to Directors for their services as Directors, provided however, that a Director shall be paid for services performed for the Association if a resolution authorizing enumeration for services actually performed is considered and adopted by the Board of Directors before such services are undertaken.

7. Meetings. The annual meeting of the Board of Directors shall be held immediately after the adjournment of the annual meeting of the Members, at which time the officers of the Members shall be elected. The Board may also designate a time and place for regular meetings, to be held at least twice (2) a year. Special meetings may be called at any time by the president or any two (2) Directors. Meetings may also be held telephonically.

8. Notice of Directors' Meetings. The annual Board meeting may be held without notice. Regular Board meetings shall take place with written notice of the time and place for such meeting, delivered personally or by mail to each Director not less than two (2) days prior to the day named for such meeting. Special meetings shall be held upon written notice sent delivered personally or by mail not less than two (2) days before the meeting. The notice shall specify the date, time and place of the meeting, but it shall not be necessary for the notice to describe the purpose of any special meeting.

9. Waiver of Notice. A Director may waive any notice required by the Tennessee Nonprofit Corporation Act, the Charter, the Declaration or these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Director entitled to the notice and be filed with the minutes or corporate records. A Director's attendance at or participation

in a meeting waives any required notice to him of the meeting unless he objects at the beginning of the meeting or promptly upon his arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

10. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Charter, these Bylaws, the Declaration or by the laws of Tennessee.

11. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association's trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE IV

OFFICERS

1. Number. The Association shall have a president, a secretary, a treasurer and such other officers as the Board of Directors shall from time to time deem necessary. Any two or more offices may be held by the same person, except the offices of president and secretary.

2. Election and Term. The officers shall be elected by the Board at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified.

3. Duties. All officers shall have such authority and perform such duties in the management of the Association as are normally incident to their offices and as the Board of Directors may from time to time provide. In addition to other duties, the secretary shall be responsible for preparing minutes of the Directors' and Members meetings and for authenticating records of the Members.

4. President. The President shall be the chief executive officer of the Association and shall have responsibility for the general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. The President shall preside at all meetings of the Members and, if a Director, at all meetings of the Board of Directors. The President shall have all of the general powers and duties of such office and shall execute all authorized conveyances, contracts, or other obligations in the name of the Association except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

5. Secretary. The Secretary shall attend all meetings of the Members and all meetings of the Board of Directors and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. When necessary, the Secretary shall give, or cause to be given, notice of all meetings of the Members and

the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he or she shall act. When required or requested, the Secretary shall execute with the President all authorized conveyances, contracts or other obligations in the name of the Association except as otherwise directed by the Board of Directors. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix same to any instrument requiring it and when so affixed, it shall be attested by the Secretary's signature or by the signature of the Treasurer or an Assistant Secretary.

The Secretary shall keep a register of the post office address of each Shareholder. Said address shall be furnished to the Secretary by such Shareholder and the responsibility for keeping said address current shall be upon the Shareholder. The Secretary shall have general charge of the stock transfer books of the Association.

6. Treasurer. The Treasurer shall have custody of and keep account of all money, funds and property of the Association, unless otherwise determined by the Board of Directors, and the Treasurer shall render such accounts and present such statements to the Directors and the President as may be required of him. The Treasurer shall deposit funds of the Association, which may come into his, or her hands in such bank or banks as the Board of Directors may designate. The Treasurer shall keep the bank accounts in the name of the Association and shall exhibit the books and accounts at all reasonable times to any Director of the Association upon application at the office of the Association during business hours.

ARTICLE V

RESIGNATIONS, REMOVALS AND VACANCIES

1. Resignations. Any Director may resign at any time by delivering written notice to the Board of Directors, or the president, or the Association. Any such resignation shall take effect when it is delivered unless the notice specifies a later effective date.

2. Removal of Officers. Any officer or agent may be removed by the Board whenever in its judgment, the best interests of the Association will be served thereby and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

3. Removal of Directors. Any or all of the Directors may be removed either with or without cause by a proper vote of the Members; and may be removed with cause by a majority vote of the entire Board.

4. Vacancies. Newly created Directorships resulting from an increase in the number of Directors, and vacancies occurring in any office or Directorship for any reason, including removal of an officer or Director, may be filled by the vote of a majority of the Directors then in office, even if less than a quorum exists.

ARTICLE VI

ACTION BY CONSENT

Whenever the Members or Directors are required or permitted to take any action by vote, such action may be taken without a meeting if all Members or Directors consent to taking action without a meeting, and if the number of Members or Directors that would be necessary to establish a quorum and take the action at a meeting sign a written consent setting forth the action so taken and their vote for or against each such proposed action. Written approvals shall only be valid when the number of votes evidenced by written consent equals or exceeds the quorum required to be present at a meeting authorizing such action, and the number of approvals meets or exceeds the number of votes required to approve the matter at a meeting.

ARTICLE VII

FISCAL MATTERS

1. The fiscal year of the Association shall end on the 31st day of December or such other time as may be determined by the Board of Directors.

2. The Board of Directors shall manage the funds of the Association for the benefit of the Members and shall enforce the provisions of these Bylaws and the Declaration and shall pay out from the common expense funds of the Association the following:

- a. The cost of such insurance coverages as the Association may effect; and
- b. The cost of providing legal and accounting services as may be considered necessary to the operation of the development;
- c. Such other expenses of the Association as are provided for under these Bylaws, the Declaration or applicable Tennessee law.

3. Books and records of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and the expenditures of the Association, and shall specify the maintenance and repair expenses incurred. The amount of any assessment required for the payment of any capital expenditures of the Association shall be separately credited on the books and records of the Association as "Paid-in-Surplus" and a capital contribution of the Members.

4. The Board of Directors shall furnish the Members, and the holder of any first mortgage requesting the same, with an annual financial statement of the Association, within ninety (90) days after the end of the fiscal year of the Association, including the income and disbursements of the Association.

5. The books and records of the Association shall be available for inspection by the members of the Association, and/or their duly authorized agents or attorneys, and to the holder of any first mortgage and its duly authorized agents or attorneys requesting the same, during normal business hours and for purposes reasonably related to their interest as Members.

ARTICLE VIII

SEAL

Unless otherwise determined by the Board of Directors, the Association will not have a seal and in any event, the failure to affix a corporate seal to any instrument executed by the Association shall not affect the validity thereof.

ARTICLE IX

INDEMNIFICATION

1. **Indemnification and Hold Harmless.** The officers and Directors of the Association shall not be liable to the Members for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify to the extent authorized or permitted by the laws of the State of Tennessee any person, or the estate of any person, made, or threatened to be made, a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he is or was, or is or was purported to be, a Director, officer, agent or employee of the Association or served any other enterprise at the request of the Association. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Owners of Lots within the Development) and the Association shall indemnify and forever hold each such officer or Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer of Directors or former officer of Director may be entitled. The Association may pay for or reimburse the reasonable expenses incurred by an indemnified person who is a party to a proceeding, including counsel fees, in advance of final disposition of the proceeding if such advance payment is permissible under the laws now in effect or hereafter enacted of the State of Tennessee.

2. **Interested Directors.** The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the members. No contract or other transaction between the Association and one or more of its Directors,, or between the Association and any Association, firm or Association (including the Declarant) in which one or more of the Directors of this Association are directors or officers or are otherwise pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at a meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, provided that:

a. The fact of the common directorate or pecuniary interest is disclosed or known generally to the Board of Directors or a majority thereof or otherwise noted in the minutes of the meeting, and the Board authorizes, approves or ratifies such contract or transaction in good faith; and

b. The contract or transaction is commercially reasonable to the Association at the time of its authorization, ratification, approval or execution.

Common or interested Directors or officers may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves

or ratifies any contract or transaction, as if he were not a director or officer of such other Association or not so interested.

ARTICLE X

AMENDMENT OF BY-LAWS

These Bylaws may be amended, added to, or repealed either by: (1) an affirmative vote of the Members representing a majority (unless a greater number is required by the Declaration) of all votes entitled to be cast at any meeting of the Members duly called for such purpose, but only after thirty (30) days prior written notice to the holders of all first mortgages on the Lots. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XI

MISCELLANEOUS PROVISIONS

1. Each Owner of a Lot shall provide the Association with the name and address of his mortgagee and, if so requested by the Board of Directors, shall file a conformed copy of such mortgage with the Board of Directors. As used herein, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees and the term mortgage shall also include a deed of trust. As used generally herein, the term holder or mortgagee shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including corporations and agencies of the U.S. Government.

2. The resident agent shall be designated as the person authorized to accept service of process on behalf of the Association for any purpose.

3. In the event that any provision of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

4. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge upon the terms and provisions of these Bylaws.

5. Whenever in these Bylaws the context so require, the singular shall also include the plural and the use of any gender shall be deemed to include all genders.

6. THESE BYLAWS SHALL BE SUBORDINATE TO ALL PROVISIONS OF THE DECLARATION. ALL OF THE TERMS HEREOF, EXCEPT WHERE CLEARLY REPUGNANT TO THE CONTEXT, SHALL HAVE THE SAME MEANING AS IN THE DECLARATIONS AND IN ANY CONFLICT BETWEEN THE TERMS OF THESE BYLAWS AND THE DECLARATION, THE DECLARATION SHALL CONTROL.

