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40 PGS:AL-RESTRICTIVE COVENANTS

STELLA BATCH: 43273

09/13/2017 - 01:36 PM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 200.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 202.00

STATE OF TENNESSEE, HUMPHREYS COUNTY

JANET H. DAVIS

REGISTER OF DEEDS

This instrument was prepared by:  
**Robert I. Thomason, Jr., Attorney**  
**Porch, Peeler, Williams, & Thomason**  
**102 South Court Square**  
**Waverly, Tennessee 37185**

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODLANDS OF NASHVILLE

This declaration of covenants, conditions and restrictions for The Woodlands of Nashville is made this 11<sup>th</sup> day of September, 2017 by Tennessee Land and Lakes, LLC, a Tennessee limited liability Company (the "Declarant") with address of 136 Fox Road, Knoxville, Tennessee 37922.

Declarant is the owner of certain real property in the Third Civil District of Humphreys County, Tennessee, being more particularly described in Exhibit A, attached hereto and incorporated herein and hereby makes the following grants, submissions and declarations.

Declarant hereby declares that all the property described in said Exhibit A as well as any further property incorporated therein in the future shall be held, occupied and conveyed subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties, having any right, title or interest to the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE ONE

#### DEFINITION

SECTION 1.1 "Association" shall mean and refer to The Woodlands POA, Inc., its successors and assigns.

SECTION 1.2 "Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or entities, of the fee simple title to any parcel 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.

SECTION 1.3 "Property" shall mean and refer to that certain real property described in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 1.4 "Common Area" shall mean all real property, including easements and other interests, owned by the Association for the common use and enjoyment of the owners; the Common Area to be owned by the Association at the time of the conveyance of the first Parcel is as described in the attachment hereto as Exhibit B.

SECTION 1.5 "Parcel" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area. Title to each Parcel will be held by an owner or owners in fee simple.

SECTION 1.6 "Board of Directors" or "Board" shall mean the governing body of the Association as provided in this Declaration, the Charter of Incorporation and the By-laws thereof.

SECTION 1.7 "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 1.8 "Declarant" shall include and refer to Tennessee Land and Lake, LLC . and it's successors, representatives and assigns. Declarant shall be synonymous with developer for the purposes of this declaration.

SECTION 1.9 “Common Expenses” mean and include (a) expenses of administration, operation, management, repair or replacement of the Common Areas of the project; (b) expenses declared common by the provisions of the Declaration or the Charter or By-Laws of the Association against the Common Area of the project; (c) all sums lawfully assessed by the Board, and (d) expenses as provided in any duly authorized management agreement.

ARTICLE TWO

HOME OWNER’S ASSOCIATION

SECTION 2.1 Organization.

(a) The Association is a non-profit Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in the Charter, By-Laws, and this Declaration. Neither the Charter nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (i) Members of the Association, or (ii) officers, directors, agents, representatives, or employees of Declarant or a successor to Declarant.

(b) A Board of the Directors of the Association and such officers as the Board may elect or appoint, shall conduct the affairs of the association. The Board shall, except to the extent specified membership approval shall be required by the By-Laws or by this Declaration, act on behalf of the Association in the implementation of this Declaration.

SECTION 2.2. Membership.

(a) Qualifications. Each Owner (including Declarant) shall be a Member of the Association and shall be entitled to one (1) membership for each Parcel owned. Ownership of

a Parcel shall be the sole qualification for membership in the Association.

(b) Members Rights and Duties. Each Member shall have the rights, duties and obligations set forth in the applicable documents.

(c) Transfer of Membership. The Association membership of each owner (including Declarant) shall be appurtenant to the Parcel giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Parcel and only to the transferee of title to such parcel. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Parcel shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

#### SECTION 2.3 Voting Rights - Members.

Members shall be all owners (including Declarant) and shall be entitled to one (1) vote for each Parcel owned. When more than one (1) person holds an interest in any Parcel, all such persons shall be Members. The vote for such Parcel shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote per Parcel be cast, with respect to any Parcel in this class.

#### SECTION 2.4 Duties of the Association.

The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions, (subject to the provisions of this Declaration), to do and perform each and every of the following for the benefit of the owners and for the maintenance, administration and improvement of the Property;

(a) Additional Lands. Accept as part of the property all real estate annexed or added pursuant to this Declaration and accept all owners thereof as Members of the Association, subject to the membership requirements set forth herein and in the By-Laws.

(b) Enforcement. Take such action, whether or not expressly authorized herein or in any other governing instrument, as may be reasonably necessary to enforce the restrictions, limitation, covenants, affirmative obligations, conditions, and other provisions of this Declaration, and any other applicable documents.

(c) Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Area; and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair; and to maintain all roads not dedicated to public use and parking areas free and clear of obstructions and unsafe conditions for vehicular use at all times.

(d) Utility Services. To acquire, provide and/or pay for the necessary utility services for the Common Area.

(e) Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring a payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration in as much as the interest of each owner to use and

enjoy the Common Area appurtenant to such owner's Parcel is an interest in real property on a proportionate basis appurtenant to each Parcel, that the value of the interest of each owner in such Common Area included in the assessment directly against such Common Area should be of a nominal nature, reflecting that the full value of the same should be included in the several assessments of the various Parcels.

(f) Dedication for Public Use. Upon being directed from time to time by Declarant or its successor to do so, to promptly dedicate such streets, roads and drives and such water, gas, telephone, cable, sewer or other utility lines or facilities and appropriate easements as may be specified by Declarant or its successor to such utility companies, political subdivisions, public authorities or similar agencies or bodies as may be designated by Declarant or its successor.

(g) Insurance. To obtain and maintain insurance as provided for by either the By-Laws, this Declaration or the mortgagee protective agreement referred to in later sections of this Declaration.

(h) Rule Making. To make, establish, promulgate, amend and repeal the Association rules as provided for by this Declaration and the other Association documents except as otherwise provided.

(i) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the Association rules.

(j) Execution of a Mortgagee Protective Agreement. Upon being directed

to do so by Declarant, or by a successor to Declarant, during the period in which Declarant is continuing to develop this project or other areas to be annexed into this project to execute and cause to be recorded from time to time written agreements in favor of holders or insurers of mortgages secured upon portions of the properties, conditioning specified actions of the Association upon specified mortgagee approval, permitting such mortgagees or insurers to take certain actions upon the failure of the Association to take specified action or conforming the Association documents to the requirements of such mortgages or insurers, providing that any such agreements do not contravene the requirements of these documents or any applicable law.

SECTION 2.5 Powers and Authority of the Association.

The Association shall have all of the powers of a non-profit corporation organized under the laws of the State of Tennessee subject only to such limitations upon the exercise of such powers as are expressly set forth in the Charter, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Charter and By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including the following which are listed without intent to limit the foregoing grant.

(a) Assessments. To levy assessments on the owners of Parcels and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

(b) Right of Enforcement. In its own name, on its own behalf or on behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to

restrain and enjoin any breach or threatened breach of any of the Association documents and enforce, by mandatory injunction or otherwise, all the provisions thereof.

(c) Easements and Rights-of-Way. To grant and convey to any third party easements and rights of way in, on, over or under the Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (1) overhead or underground lines, cable, wires, conduit or other devices for the transmission of electricity and for lighting, heating, power, telephone, television, radio and audio antennae facilities and for other appropriate purposes; (2) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and (3) any similar public or quasi-public improvements or facilities.

(d) Employment of Manager and/or Employees. To employ the services of any person or corporation as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into contracts for such purpose. Such manager and/or employees shall have the right of ingress and egress over such portion of the properties as is reasonably necessary for the purpose of performing such business, duties and obligations.

(e) Mortgagee Protective Agreements. To execute and cause to be recorded from time to time agreements in favor of holders or insurers of mortgages secured upon portions of the Property. Such agreements may condition specified action relevant to this Declaration of the activities of the Association upon approval by a specified group or number of mortgage holders or insurers. Actions and activities which may be so conditioned by such agreement may include, but shall not be limited to the following: (i) any act or omission which seeks to abandon,

partition, subdivide, encumber, sell or transfer the Common Areas or any other real estate or improvements owned, directly or indirectly, by the Association for the benefit of any lots or units; (ii) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against the owners of lots, and/or units; (iii) any act or omission which may change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance or exterior maintenance and improvements erected upon the Property; (iv) failure to maintain specified fire and extended coverage insurance on insurable portions of the Common Areas; (v) use of hazard insurance proceeds for losses to any improvement erected upon the Common Areas for other than the repair, replacement or reconstruction of such improvements; (vi) the failure to maintain kinds of insurance and amounts, form and covering risks as specified by such mortgage holders or insurers; (vii) permitting holders of specified mortgages on Parcels to jointly or singly, pay taxes or other charges which are in default which may have become a charge against the Common Area, to pay overdue premiums on hazard insurance policies and to secure new hazard insurance coverage on the lapse of any such policy for such property and permitting mortgagees making any such payments to recover the amount thereof from the Association.

(f) Right of Entry. Without liability to any owner of a Parcel, to cause its agents, independent contractors, and employees after reasonable notice, or without notice in the event of an emergency, to enter upon any lot for the purpose of enforcing any of the rights and powers granted to the Association in the documents and for the purpose of maintaining or repairing any portions of the properties if for any reason whatsoever the owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior or appearance

as required by the documents, or as reasonably required to promote or protect the general health, safety and welfare of the residents and users of the properties.

(g) Maintenance and Repair Contracts. To contract and pay for or otherwise provide for the maintenance, restoration and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Area.

(h) Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of this Declaration or any By-laws, as the Association shall deem to be appropriate for the protection or benefit of the Association, the Members of the Board, the Members of any standing committee, including, but without limitation, fire and extended coverage insurance covering the improvements on the Common Areas, liability insurance, worker's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance of fidelity bonds.

(i) Utility Service. To contract and pay for, or otherwise provide for, necessary utility services for the Common Area.

(j) Professional Services. To contract and pay for or otherwise provide for, the services of architects, engineers, attorneys, certified public accountants and such other professional and non-professional services as the Association deems necessary.

(k) Road Maintenance. To contract and pay for, or otherwise provide for the construction, reconstruction, repair, replacement or refinishing of any roads, drives or other paved areas upon any portion of the properties not dedicated to any governmental unit.

(l) Protective Services. To contract and pay for, or otherwise provide for, fire, and such other protective services as the Association shall from time to time deem appropriate for the benefit of the common properties area, and the owners.

(m) General Contracts. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment, and labor as and to the extent the Association deems necessary.

(n) Liens. To pay and discharge any and all liens from time to time placed or imposed upon any Common Areas on account of any work done or performed by the Association and the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

(o) Condemnation. The Association shall represent the owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority or acquisition of any of the Common Areas or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas by any condemning authority, the award or proceeds of settlement shall be paid to the Association for the use and benefit of the Parcel owners and their mortgagees as their interests may appear. All owners, by the acceptance of a Deed conveying a Parcel, irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with any condemning authority in any condemnation proceeding. Title to the Parcels is declared and expressly made subject to such irrevocable appointment of the power of attorney. Any distribution of funds in connection with the termination of a project shall be made on a reasonable and equitable basis by the Board or by a special committee appointed by the Board for that purpose.

### ARTICLE THREE

#### EASEMENTS AND PROPERTY RIGHTS

SECTION 3.1 Members' Easements. Declarant hereby grants, declares, creates and reserves to itself and to all Owners as an appurtenance to the ownership of Parcels, but subject to this Declaration and any rules and regulations promulgated by the Association, (i) a perpetual, non-exclusive easement for ingress and egress over, across and through those portions of the Property shown as roads on any plat of the Property; and (ii) a perpetual, non-exclusive easement for utilities servicing the Lots, which utility easement shall also run in favor of any owner private company, public or private utility or governmental authority providing utility services within the Property, all pursuant to and in compliance with, all applicable permits, rules and regulations of any applicable governmental authorities or utility, over, across, under and upon the roads. Owners hereby acknowledge that Humphreys County, Tennessee, is not responsible in any way for the construction, acceptance, or maintenance of the access roads or drives depicted on the plat.

SECTION 3.2 Public Easements. Firefighters, police, health, sanitation, general public, visitors, vendors, service and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property, however, no assurances can be made as to the prompt, timely arrival of public safety vehicles or the prompt, timely delivery of public safety services.

SECTION 3.3 Right to Grant or Relocate Easement. The Declarant (during any period in which the Declarant has any ownership interest in the Property) and the Association shall each have the right to grant such additional easements, and to relocate any existing easement, in any

portion of the Property that is owned by the Declarant or the Association at the time of such grant or relocation, as the Declarant or the Association shall deem necessary or desirable in connection with its development, operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or as necessary to comply with any governmental permit or approval, law, regulation or rule; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Parcels for dwelling purposes. There shall be reciprocal appurtenant easements of encroachment as between each Parcel and the Common Property adjacent thereto or as between adjacent Parcels due to the unintentional placement or settling or shifting of the improvements installed by utility companies or governmental entities or the Declarant, to a distance of not more than ten (10) feet, as measured from any point on the common boundary between each Parcel and the adjacent portion of the Common Property or as between said adjacent Parcels, as the case may be, along a line perpendicular to such boundary at such point.

SECTION 3.4 Association Easement. There is hereby created, declared and granted to the Association, (i) a perpetual, non-exclusive easement for the construction and maintenance of entry features, signage and related improvements and landscaping and irrigation over, across and through those portions of the Common Area, and (ii) a perpetual, non-exclusive easement over and upon all or any portion of the Property, as reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration including, but not limited to, for purposes of performing its management, maintenance and operation responsibilities as provided in this Declaration.

SECTION 3.5 Owner's Easement of Enjoyment. Every owner in addition to a perpetual unrestricted right of ingress and egress to his own Parcel which passes with title shall have the right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every Parcel, subject to the following provisions:

(a) The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area; and to limit the number of guests and adopt rules regulating the use and enjoyment of the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period in which any assessment against his Parcel remains unpaid; and for a period not to exceed sixty (60) days after notice and hearing as may be provided for in the By-Laws for an infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer any part of the common area to any public agency, authority, or utility for the purpose of providing utilities, roadway, services or any similar purpose.

SECTION 3.6 Delegation of Use. Any owner may delegate, in accordance with the By-laws, his rights of enjoyment of the Common Area and the facilities to the Members of his family, or contract purchasers, who reside on the property.

SECTION 3.7 Parking Rights. The use of parking areas within the Common Area, together with the terms and conditions with regard to such use, shall be subject to the Association rules as the same are in effect from time to time.

## ARTICLE FOUR

### COVENANTS FOR MAINTENANCE ASSESSMENT

#### SECTION 4.1 Creation of the Lien and Personal Obligations of Assessments.

(a) Each owner, EXCEPT DECLARANT, for each Parcel owned within the properties, hereby covenants, and each owner of any Parcel, by said acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or losses, such assessments to be established and collected as hereinafter provided.

(b) The annual and special assessments, together with interest costs and reasonable attorney's fees shall be a charge on the land, and shall be a continued lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessment shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any owner personally obligated from his personal liability.

#### SECTION 4.2 General Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties, the improvement, operation and maintenance of the Common Area, the duties and exercise of the powers of the Association, the payment of the proper expenses of the Association and all costs

incurred in the performance by the Association of its duties, and the establishment of reasonable reserves for the maintenance, repair, and replacement of roads and other improvements upon the Common Area.

(b) General Assessments levied by the Association for each fiscal year shall be adequate to finance the operation and activities of the Association, to satisfactorily maintain the Common Area, and maintain adequate repair and replacement reserves.

SECTION 4.3 Initial Assessment Period. The Board of Directors shall determine the date upon which the initial assessment period shall commence. Until January 1 of the year immediately following the commencement of the initial assessment period, the maximum annual assessment shall be \$1,000 per Parcel. From and after January 1 of the year immediately following the commencement of the initial assessment period, the maximum annual assessment may be increased each year not more than twenty-five (25%) percent above the maximum assessment of the previous year without a vote of the membership. From and after January 1 of the year immediately following the commencement of the initial assessment period, the maximum annual assessment may be increased above twenty-five (25%) percent by a vote of fifty-one (51%) percent of the votes of each class of Members who are voting in person or by proxy at meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4.4 Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the

Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of one-half (1/2) of the vote of Members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 4.5 Written notice for any meeting called for the purpose of taking any action authorized under the Declaration of Covenants, Conditions and Restrictions of The Woodlands of Nashville, shall be sent to all Members not less than ten (10) nor more than thirty (30) days in advance of the meeting and shall state the purpose of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast Fifty One (51%) of all lots of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting

SECTION 4.6 Rate of Annual Assessment. Annual assessments must be fixed at a uniform rate for all Parcels subject to assessment and may be collected on a semi-annual basis.

SECTION 4.7 Date and Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to all Parcels on the first day of the month following the commencement of the initial assessment period. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment for every owner subject thereto. Written notice of such assessment shall be sent to every owner subject thereto at least thirty (30) days in advance of each annual assessment, but failure to fix shall not constitute a waiver of this right. The due date shall be established by the Board of Directors. The Association shall, upon

demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth when the assessment on a specified lot has been paid. A properly executed certificate of the Association as to the status of the assessments on a Parcel is binding upon the Association as of the date of its issuance.

SECTION 4.8 Effect of Non-Payment of Assessments, Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by state law and shall be a lien against the Parcel, and shall further be the personal obligation of the person owning the Parcel at the time the assessment comes due. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Parcel.

SECTION 4.9 Subordination of the Lien to Mortgages.

(a) The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Parcel shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Parcel which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to the payment thereof or the payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve said Parcel from liability for any assessment thereafter becoming due or from the lien thereof.

(b) For purposes of this section a sale or transfer of a Parcel shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title.

SECTION 4.10 Assessment Lien. All sums assessed but unpaid for the share of common expenses or any special assessment chargeable to any Parcel shall constitute a lien on such Parcel superior to all other liens and encumbrances, except only for tax and special assessment liens made by governmental entities on the Parcel in favor of any assessing governmental entity, and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums that may be provided by such encumbrances. To evidence such a lien, the Board or managing agent shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of any accrued interest and late charges thereon, the name of the owner of the Parcel and a description of the Parcel. Such notice of lien shall be signed by a Member of the Board or by a managing agent on behalf of the Board and shall be recorded in the office of the Register of Deeds in Humphreys County, Tennessee. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

SECTION 4.11 Foreclosure of Liens. Such lien provided for in Section 4.10 may be enforced by the foreclosure of the defaulting owner's Parcel by the Association in a like manner as a mortgage on real property upon the recording of a notice of claim thereof. If the owner fails to pay the said sums of money due, together with the cost of collection, including reasonable attorney's fees, the Association or managing agent is hereby authorized and empowered upon giving 21 days notice, by publication once a week for three consecutive weeks in some newspaper published in Humphreys County, Tennessee, to sell said Parcel at the front door of

the Humphreys County Courthouse to the highest bidder for cash and free from the equity of and statutory right of redemption, marital rights and all other exemptions of every kind, which are hereby expressly waived by the Parcel owner, and the Association or managing agent is authorized to make a deed to the purchaser. In any such proceeding, the owner shall be required to pay the cost, expenses and reasonable attorney's fees incurred for filing the lien; and in the event of foreclosure proceedings, all additional costs, all expenses and attorney's fees incurred in connection with such proceeding. The owner of the Parcel being foreclosed shall be required to pay to the Association on the monthly assessment for the Parcel during the period of foreclosure and the Association shall be entitled to a receiver during foreclosure to collect the same from the defaulting owner or successors to such owner or from profits accruing from the sale of the Parcel. The Association shall have the power to bid in the Parcel at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same.

SECTION 4.12 Exempt Property. All property or Parcels owned by Delcarant and held for sale shall be exempt from the assessments created herein.

SECTION 4.13 Mortgage Protection Clause. No breach of the covenants, conditions, or restrictions herein contained for the enforcement of any lien provisions herein shall defeat or render invalid the lien of any prior mortgage given in good faith and for value, but said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or other judicial sale or in lieu of such of any prior mortgage.

SECTION 4.14 Indemnification. Each owner shall indemnify and hold harmless each of the other owners and the Association from any liability arising from the claim of any lien claimant or judgment debtor against the Parcel of any other owner as it may affect the Common Area. The Association or any affected owner may enforce this obligation which includes reasonable costs and attorney's fees in the manner of a special assessment or by action at law.

SECTION 4.15 Waiver of Assessments. Homeowners association dues, assessments and fees will be not be waived for adjacent Parcels.

## ARTICLE FIVE

### INSURANCE

SECTION 5.1 Casualty Insurance on Insurable Area. The Association shall keep all insurable improvements and fixtures within the Common Area insured against loss or damage by fire for the full insurable replacement costs thereof, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable as well as a general liability insurance policy covering all common areas with coverage not to exceed One Million Dollars (\$1,000,000.00) for bodily injury or property damage for any single occurrence as well as coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party. The Association shall also insure any other property whether real or personal, owned by the Association, against loss or damage by fire or casualty and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Any insurance coverage with respect to the Common Area or otherwise shall be written in the name of, and the proceeds thereof, shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement

of the property for which the insurance was carried. Premiums for all such insurance carried by the Association are common expenses included in the common assessment made by the Association.

SECTION 5.2 Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot owner.

SECTION 5.3 Other Insurance. The Association may also maintain and pay for insurance policies or bonds that are appropriate for the protection and benefit of the Association, Members of the Board and any standing committee, including, but without limitation, fire and extended coverage insurance covering the improvements on the Common Areas, liability insurance, workers compensation, malicious mischief, automobile non-ownership insurance, and performance or fidelity bonds.

SECTION 5.4 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of property which may be damaged or destroyed.

## ARTICLE SIX

### USE RESTRICTION

SECTION 6.1 Residential Purposes Only; Exceptions and Limitations. Each Parcel, except for the Common Area, shall be used for single family residential purposes only and no more than one residence shall be maintained on each Parcel. No residential structure on any Parcel shall be designed for more than one family. No duplexes, or condominiums, or similar structures will be allowed.

SECTION 6.2 Structures Built on Site and Modula Pre-Fabricated Homes on Foundation. (a) All structures must be built or assembled on site. No mobile homes (single wide, double wide or otherwise), structures brought on the site from another location either in whole or in part, tents, motor driven homes, trailers, or any other structures not built on site shall be constructed on any Parcel. However, the Owner of any Parcel may store a motor home or camper on a Parcel so long as such motor home or camper is not used as a residence and is not visible from the road for a period of no more than 30 consecutive days prior to home construction..

(b) Pre-built homes that are modular and manufactured homes that are precision-built-in climate -controlled facilities, then shipped and assembled on site are permissible.

SECTION 6.3 Log Homes. Log homes shall be specifically allowed so long as they are tastefully designed and approved by the developers or their successor. The design, style and square footage of each dwelling shall be approved by developers or their successor in their sole discretion, so that each dwelling shall blend into and be harmonious with the overall design scheme of the subdivision.

SECTION 6.4 Other Structures. Basements and or crawl space foundations are permitted to be part of the main residence constructed on the property. Any storage building, garage or other out buildings are allowed to be built on a Parcel and used as a temporary residence with ACC approval. All other structures shall be located behind the primary residence.

SECTION 6.5 Exterior Materials. The exterior materials on a structure must be rock, stone, brick, stucco, dryvit, masonite, metal, wood siding or other surface approved by the ACC.

SECTION 6.6 Carports. No carports either attached or unattached will be allowed.

SECTION 6.7 Harmonious Development. The residence and other structures erected on any Parcel shall be in harmony in appearance and quality with other residences and structures erected on the Parcels and all residences and other structures shall be constructed and maintained in such a manner as to prevent the adjoining property from being devalued.

SECTION 6.8 Completion of Construction. Once construction of a residence is commenced, the particular Owner shall proceed diligently therewith and complete construction within eighteen (18) months after said commencement. All surplus construction materials and debris must be removed from the property on a regular basis during construction and immediately after the completion of construction. If said construction is not completed within said eighteen (18) months, then the Owner shall owe to the Declarant a penalty equal to twenty percent (20%) of the original price of the Lot.. Said amount shall be payable within thirty (30) days after the end of said eighteenth month and shall increase by an additional penalty of one percent (1%) of said price for each additional thirty (30) days it remains unpaid. Said penalties, together with costs of collection thereof, shall be a binding personal obligation of such Owner, as well as, a

continuing lien upon the subject Lot upon the recording of a notice of lien with the Office of the Register of Deeds of Humphreys County, Tennessee. The rights and remedies given to the Association by the Articles of this Declaration dealing with assessments and non-payment thereof shall apply fully to the debt obligations, including costs of collection, and the lien rights created in this SECTION for the benefit of the Declarant. The terms and conditions of this SECTION, including, without limitation, the time periods set forth for completion of construction, shall apply fully to any subsequent purchasers or any Lot.

#### DECLARANT RESERVES THE RIGHT

The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of the Association and the Owners of any real estate subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and shall remain in effect until January 1, 2026, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of ninety (90%) percent of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part . Any amendment must be properly recorded to be effective. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES AND SHALL HAVE THE RIGHT UNTIL ALL LOTS ARE SOLD TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART.

SECTION 6.9 No Heavy Equipment or Inoperative or Junk Vehicles on Parcels. No commercial heavy equipment, including bulldozers, backhoes, concrete mixers, trucks, trailers, or other equipment that may be unsightly, shall be allowed upon any Parcel except for (a) equipment owned by the developer and used in connection with the development or maintenance of the subdivision; or (b) equipment being used in connection with the building of improvements upon any Parcel. No cars, trucks or other vehicles that are not operative and duly licensed for operation shall be maintained on any Parcel. No junk cars, trucks, buses, dismantled vehicles, or parts thereof shall be stored or parked on any Parcel at any time.

SECTION 6.10 Set Back Requirements. The lot owners shall comply with Humphreys County set-back requirements.

SECTION 6.11 Garbage and Refuse. No garbage, refuse or open storage of materials shall be permitted to be maintained upon any lot.

SECTION 6.12 Offensive Activities. No noxious or offensive trade, business, operation, or activity, and no act which is a violation of local, state or federal law, or which constitutes an annoyance or nuisance to other lot owners shall be conducted or allowed in the development.

SECTION 6.13 No Commercial Operations. No commercial business or operation shall be allowed, conducted, or housed on any lot, either on a permanent or temporary basis.

SECTION 6.14 Animals. No commercial breeding of any animals is allowed on the lots. Farm animals are not permitted on any lot. No animals maintained shall be allowed to become obnoxious or offensive due to noise, odor, unsanitary conditions, aggressive behavior or running at large. All household pets being kept outside shall be placed within fencing located behind the residential structure that cannot be seen from the main road.

SECTION 6.15 No Subdivision of Lots. No lot shall be subdivided, re-subdivided, altered or changed unless the resultant parcel is approved for planning purposes and is deeded to an adjacent lot owner to increase the size of another lot.

SECTION 6.16 Access to the Property. No lot shall be used for access to any other tract or property that is not part of The Woodlands of Nashville.

SECTION 6.17 No Driveways Through Parking Areas. No Owner shall construct a driveway on his lot that leads onto a road by passing upon a parking area maintained as part of the Common Area.

SECTION 6.18 Architectural Control. No improvement may take place on any lot without Architectural Control Committee approval.

Section 1. Architectural Control Committee. An Architectural Committee is hereby established and shall consist of three (3) entities or persons (the "Committee"). The initial Committee shall consist of the Declarant and two (2) other entities or persons to be selected by the Declarant. These Committee members shall serve for a period of two (2) years (and until such time as replacement members are appointed,) unless they are replaced by the Declarant, resign or otherwise fail to serve. Upon the expiration of two (2) years from the date hereof, or the earlier termination of any Committee member, the Declarant shall then appoint substitute Committee members until control of the Association is transferred to the Members (or until 95% of all building lots have been sold), at which time, the Board of Directors of the Association shall have the authority to make said appointments; provided, however, that the Declarant shall have the absolute right to be one of the three (3) Committee members until the development is complete and all of the lots have been sold and all land currently owned or hereafter acquired by the Declarant, by any venturer of the Declarant, or by any entity related to any venturer, in the surrounding vicinity is developed and sold. The affirmative vote of a majority of the membership of the 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 directives or authorizations contained herein.

Section 2. Approvals Necessary. Rules of Committee and Remedies for Violation. With the exception of improvements desired by the Declarant, no residence, structure or improvement 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 structure, improvement, fence or barrier upon any lot be altered in any way which materially changes the exterior appearance thereof, without the written consent of the Committee; nor shall any new use be commenced on any lot without the written consent of the Committee. Plans and specifications of all such improvements and uses shall be submitted to and may be retained by the Committee. They shall be in such form and shall contain such information as may be required by the Committee, but in any event shall include, without limitation, (1) a building plan and site plan showing the floor plans, exterior elevations, color scheme, kind, shape, height, materials and location with respect to said Lot (including proposed front, rear and side setbacks) of all structures, fences or barriers, and location of all parking spaces and driveways on the lot and the proposed surface thereof, (2) grading and landscape plans, and (3) a selection of one of several landscape designs which the Committee will make available and which will represent the minimum landscape requirements. Declarant recommends that all plans and specifications be prepared by a registered and licensed professional Architect or Engineer, or professional residential housing designer. The Builder selected to construct any residence shall be approved by the Committee in its sole and absolute discretion. No residence may be constructed upon any lot except by a licensed General Contractor.

The Committee may promulgate rules governing the forms 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 Committee at any time, and no inclusion in, or omission from or amendment of any such rule or statement shall be deemed to bind the Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Committee's discretion as to any such matter; however, 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 by the Committee in its discretion to disapprove such plans, specifications, features or elements as are subsequently submitted for use on any other lot. Approval of any such 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 any such approval have been adhered to and complied with in regard to all structures, improvements, fences or barriers on and uses of the lot in question.

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

Upon submission of the plans and specifications, the Owner may be required to pay to the Committee a review fee of \$700.00 as adjusted from time-to-time, and shall further pay an additional fee of \$200.00 for each additional review needed to comply herewith, plus any expenses or cost incurred by the Committee in connection with such reviews.

If any structure, improvement, fence or barrier shall be altered, erected, placed or maintained upon any lot or any new use commenced on any lot, otherwise than in accordance with plans and specifications approved by the 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 committee, any such structure, improvement, 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 of the lot in question shall not have taken reasonable steps toward the removal, alteration or termination of the same, 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 a binding personal obligation of such Owner, as well as, a continuing lien upon the lot in question upon the recording of a notice of lien with the Office of the Register of Deeds of Humphreys County, Tennessee. The provisions of the Article of this Declaration dealing with assessments and non-payment thereof, including, without limitation, the right and remedies given to the Association therein, shall apply fully to the debt obligations, including interest and costs of collection, and the lien rights created in this section. Likewise, the terms and conditions of said Article dealing with subordination and mortgage protection shall be fully applicable.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Committee, the Committee shall, upon written request of the Owner thereof, issue a letter of compliance 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 of such letter shall be at the expense of the Owner of such lot. Any compliance letter issued in accordance with the provisions of this paragraph shall be prima facia evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such compliance letter shall be conclusive evidence that all structures and improvements described therein and the use or uses described therein comply with all the requirements of these restrictions. Refer to the Application for Approval of Construction Plans.

Any agent of the Declarant or the 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 and improvements thereon are in compliance with the provisions of this Declaration, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

#### SECTION 6.19 Miscellaneous Restrictions.

Section 1. Clotheslines. No clotheslines may be used or maintained on any lot.

Section 2. Building Material. No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence improvements. All such building material shall be stored only within the property lines of the particular lot involved.

Section 3. Firearms. No firearm shall be discharged within the subdivision.

Section 4. Prohibition against Open Fires. No open fires of any kind, including those for the burning of rubbish and debris, shall be permitted within the development, except within a

metal or pottery cooking, barbecuing, or brazing device for within a masonry fireplace, barbecuing or fire pit. The use of campfires or a fire pit will be allowed but restricted to be no larger than 10 feet in circumference. An exception will be made during the initial construction time frame for a Licensed General Contractor to do a controlled burn if they obtain the proper permits and approval from the ACC.

Section 5. Restriction on Use of Off-Road Vehicles. No Off Road vehicles shall be used on any portion of the property other than the roadways throughout the entire development. Off Road vehicles are defined as motorcycles and ATVs. All motorcycles and ATVs must have a unmodified muffler system direct from the manufacturer. Any use of said vehicles other than on the roadways will be considered trespassing on the current owner or developer's property.

Section 6. Hobbies and Activities. The pursuit of any inherently dangerous activity or hobby, including without limitation, the assembly and dis-assembly of motor vehicles and other mechanical devices, the discharge of firearms, BB-guns, pellet guns, paint ball guns, or fireworks, shall not be allowed upon any parcel or upon the common areas without the express written consent of the Developer or the POA and subject to all applicable local laws and ordinances.

Section 7. Exterior Antennas. No exterior television or radio antennas, nor any satellite dishes with a diameter in excess of 20 inches (the location of which shall be approved by the ACC) shall be placed, allowed or maintained upon the property or any improvements to be located upon the property.

Section 8. Signs. No signs of any kind, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property. Nor shall the property be used in any way for any

purposes which may endanger the health or unreasonably disturb the owner of any lot or a residence thereof. No business activity of any kind whatsoever shall be conducted in any building or on any portion of the property (except for home offices which do not generate any traffic to or from the property, such as from visitors, clients, customers or delivery vehicles) provided, however, the foregoing covenant shall not apply to the business activities, signs, and billboards for the construction and maintenance of buildings, if any, of the declaration, its agents, and assigns during the development of the property and the time period needed to sell the lots.

Section 9. Common Areas. Areas as shown on the recorded plat are for the common enjoyment of all members of the Association and shall only be used by its members and their guests during reasonable hours determined by the Association.

## ARTICLE SEVEN

### EASEMENTS, ENCROACHMENTS, COMMON AREA

SECTION 7.1 Common Areas. The Common Area shall be conveyed to the Association in fee simple for the use, enjoyment and convenience of all owners. Each Parcel is hereby declared to have, subject to the provisions of this Declaration, a non-exclusive easement over all the Common Areas for the benefit of such Parcel, the owners of such Parcel and each of them, and for their respective families, guests, invitees and contract purchasers, for recreation and other appropriate intended purposes and uses and without limiting the generality of the foregoing, for ingress and egress over and through the Common Areas, subject to the right of the Association to adopt reasonable rules and regulations for such use. In furtherance of the establishment of this easement, the individual grant deeds and mortgages to each Parcel may, but shall not be required to, set forth the foregoing easement. The Common Areas may be alienated,

released, transferred, or otherwise encumbered with by written approval of all owners and each holder of a first mortgage on any Parcel, except as otherwise provided for by this Declaration.

SECTION 7.2 Easements for Association Functions. There is hereby reserved to Declarant, any successor to Declarant, and the Association, or the duly authorized agents, representatives and managers, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration and the other Association documents.

SECTION 7.3 Covenants Running with Land. Each of the easements provided for in this Declaration shall be deemed to have been established upon the recordation of this Declaration, and shall thereafter be deemed to be covenants running with the land for the use and benefit of the Parcels, and Common Areas as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which is the subject of this Declaration.

SECTION 7.4 Subject to Prior Utility Easements. Notwithstanding anything herein expressly or impliedly to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities, sewers, drainage, and similar facilities that are necessary or appropriate for the development of the properties.

## ARTICLE EIGHT

### GENERAL PROVISIONS

SECTION 8.1. Enforcement. The Association, Declarant, or any owner shall have the right to enforce, by any proceeding at law or in equity, including, but without limitation,

restraining orders, mandatory injunctions, and/or claims for damages, the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. The expense of enforcement (including reasonable attorney's fees) shall be chargeable to the owner of the Parcel violating the provisions hereof and shall constitute a lien on the Parcel collectable in the same manner as a general assessment. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event constitute a waiver of the right to do so thereafter. Any Parcel owner shall likewise have a right of action against the Association for failure to comply with its duties.

SECTION 8.2 Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 8.3 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of the Association and the Owners of any real estate subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and shall remain in effect until January 1, 2028, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of ninety (90%) percent of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Any amendment must be properly recorded to be effective. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES AND SHALL HAVE THE RIGHT UNTIL ALL LOTS ARE SOLD TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART.

SECTION 8.4 Headings and Interpretation.

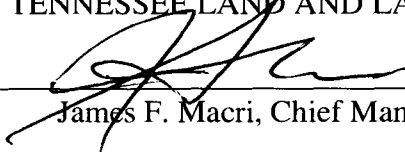
(a) The headings introducing the text of the several sections of this Declaration are solely for the convenience of reference and shall not constitute part of this Declaration or affect its meaning in any way.

(b) In the event of any conflict between the provisions of this Declaration and the provisions of the By-Laws or the Charter of the Association, the provisions of this Declaration shall prevail.

SECTION 8.5 Severability. The invalidation of any one or more of the provisions herein by judgment or court order, shall not affect any other provision herein, which shall remain in full force and effect.

SECTION 8.6 Conflict with Other Documents. In the event any provision herein shall conflict with the terms of the Articles of Incorporation or Bylaws of the Association, then the provisions of this document shall control.

IN WITNESS WHEREOF Declarant has caused this document to be executed this 9-12, 2017.

TENNESSEE LAND AND LAKES, LLC  
By:  \_\_\_\_\_  
James F. Macri, Chief Manager

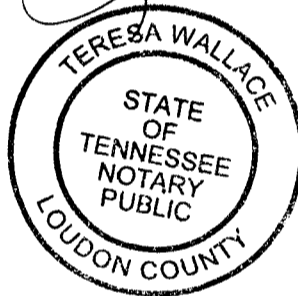
STATE OF TENNESSEE           )  
COUNTY OF Knox           )

Personally appeared before me, a Notary Public in and for said County and State, the within named JAMES F. MACRI, with whom I am personally acquainted and who upon oath acknowledged himself to be Chief Manager of TENNESSEE LAND AND LAKES, LLC, and that he as such member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said TENNESSEE LAND AND LAKES, LLC, by himself as such member.

Witness my hand and official seal at Knoxville, Tennessee, this 12<sup>th</sup> day of September, 2017.

Notary Public Teresa Wallace

My Commission Expires:  
11/10/18



## EXHIBIT A

### Property

Lying and being situated in the Fifth Civil District of Humphreys County, Tennessee, and being more particularly described as follows, to-wit:

Being a certain tract of land in the Third Civil District of Humphreys County, Tennessee, lying on and north of Poplar Grove Road, and being more particularly described as follows:

Beginning at a point in the centerline of Poplar Grove Road at the southeast corner of the Jeffrey Louis Maichel and Carrie Hackman Maichel Family Trust property of record in Deed Book 188, page 1649, Register's Office of Humphreys County, Tennessee, and being the southwest corner of the herein described tract; thence leaving said centerline with said Maichel's east boundary line as follows: North 07°28'21" East passing an existing iron pin at 28.06 feet, on in all 548.14 feet to an existing iron pin, North 03°45'49" East 358.07 feet to an existing iron pin, North 01°19'05" West 801.47 feet to an existing iron pin, North 47°28'09" West 254.06 feet to an existing iron pin, and thence North 44°35'45" West 261.41 feet to an existing iron pin; thence with a north boundary line of Maichel's as follows: South 41°39'01" West 283.30 feet to an existing iron pin, and South 65°20'04" West 291.50 feet to an existing iron pin in the east boundary line of the Greg James property of record in Deed Book 198, Page 2520, Register's Office of Humphreys County, Tennessee; thence with James' east boundary line North 09°46'02" West 319.80 feet to a 26" beech, and North 05°33'48" East 96.35 feet to an exiting iron pin in a rock pile at the southeast corner of the Richard Wade Berryman property of record in Deed Book 191, Page 1560, Register's Office of Humphreys County, Tennessee; thence with Berryman's east boundary line as follows: North 05°01'18" East 758.90 feet to a 24" cottonwood, and North 16°44'21" West 1158.91 feet an existing iron pin at the southeast corner of the Danny C. Axley and wife, Billie M. Axley property of record in Deed Book 155, Page 948, Register's Office of Humphreys County, Tennessee; thence with Axley's east boundary line as follows: North 00°45'46" West 842.12 feet to an existing iron pin, North 13°50'25" West 300.86 feet to a 10" white oak, North 10°07'40" West 429.70 feet to a 12" gum, and North 13°06'11" West 447.70 feet to an existing iron pin; thence with a north boundary line of Axley South 88°50'15" West 1128.64 feet to an existing iron pin; thence with a west boundary line of Axley South 01°09'18" East 1110.57 feet to an existing iron pin; thence with a north boundary line of Axley South 88°58'55" West 713.98 feet to an existing iron pin; thence with an east boundary line of Axley North 00°07'24" East 1593.69 feet to an existing iron pin east of Indian Creek Road in the south boundary line of the Sandy Cross and wife, Brigitte Cross property of record in Deed Book 178, Page 149, Register's Office of Humphreys County, Tennessee; thence with Cross' south boundary line as follow: South 86°51'45" East 674.81 feet to a 12" red oak, and South 87°47'52" East 55.27 feet to a 36" beech at Cross' southeast corner; thence with Cross' east boundary line as follows:, North 20°46'25" East 145.79 feet to a 4" elm, North 20°14'00" East 30.15 feet to an 8" elm, North 06°51'50" East 35.00 feet to a wood fence post, North 17°25'25" East 26.53 feet to an 18" elm, North 21°24'50" E 21.68 feet to a 24" white oak, North 02°09'47" E 67.79 feet to a 16" red oak, North 02°24'00" East 86.70 feet to a 22" red oak, North 07°03'21" East 126.02 feet to a 12" white oak, North 02°56'42" East 172.37 feet to a 22" white oak, North 03°46'36" West 94.79 feet to a 22" gum, North 09°41'37" East passing a 12" maple reference tree at 88.22 feet, on in all

102.90 feet to a point in the centerline of Indian Creek; thence with the centerline of said creek North 40°15'21" East 2.48 feet to the southwest corner of the Jeffrey Neal Ross and wife, Bridget B. Ross property of record in Deed Book 184, Page 481, Register's Office of Humphreys County, Tennessee; thence leaving said creek with Ross' south boundary line North 86°50'55" East passing a 14" hickory reference point at 23.11 feet, on in all 4290.88 feet to a set stone in the west boundary line of the Charles E. Crews and wife, Kimberly L. Crews property of record in Deed Book 201, Page 97, Register's Office of Humphreys County, Tennessee; thence with Crews' west boundary line as follows: South 18°54'46" West 1712.62 feet to an existing iron pin, South 41°04'52" West 267.70 feet to an existing iron pin, South 30°31'31" West 336.80 feet to an existing iron pin, South 07°15'40" West 269.98 feet to an existing iron pin, South 13°32'08" West 207.50 feet to an existing iron pin, South 03°40'52" West 293.77 feet to an existing iron pin, South 12°50'34" East 564.34 feet to a 12" white oak, South 20°28'54" West 573.82 feet to an existing iron pin, South 03°25'11" East 1013.05 feet to an existing iron pin, South 19°57'53" West 276.78 feet to an existing iron pin, and South 01°18'46" West 447.38 feet to an existing iron pin at the northwest corner of the Evelyn Michelle James Dircksen and husband, Brian R. Dircksen property of record in Deed Book 200, page 425, Register's Office of Humphreys County, Tennessee; thence with Dircksen's west boundary line S 07°15'23" W passing an existing iron pin at the northwest corner of the Charles Painter and wife, Sara Painter property of record in Deed Book 194, Page 273, Register's Office of Humphreys County, Tennessee at 773.42 feet, an existing iron pin reference point at 1654.64 feet, on in all 1682.00 feet to a point in the centerline of Poplar Grove Road; thence with said centerline to points as follows: South 70°34'10" West 38.66 feet, South 75°08'27" West 106.13 feet, South 78°28'07" West 136.25 feet, South 73°36'32" West 103.87 feet, South 71°43'05" West 132.87 feet, and South 74°12'58" West 174.76 feet to the point of beginning, containing 377.37 acres, more or less, by calculation, per a composite plat prepared by McBride Survey Company dated December 9, 2016, as shown on McBride drawing #C469316. Property is subject to any and all easements and rights of way, recorded or unrecorded.

Being the same property conveyed to Tennessee Land and Lakes, LLC, by deed of record in Deed Book 203, page 1370, Register's Office of Humphreys County, Tennessee.

**EXHIBIT B**

**Common Area**

Lying and being situated in the Third Civil District of Humphreys County, Tennessee, and being more particularly described as follows, to-wit:

**Parcel I**

All of the areas denoted as "Common Area" on the plat of The Woodlands of Nashville of record in Plat Cabinet D, page 103, Register's Office of Humphreys County, Tennessee, subject to any rights retained by Declarant for future road development as shown on said plat.

**Parcel II**

All of the roads shown and described on the plat of The Woodlands of Nashville of record in Plat Cabinet D, page 103, Register's Office of Humphreys County, Tennessee.