DECLARATION OF CONDOMINIUM

FOR

THE RIDGE CLUB

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Blount County Tennessee
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DECLARATION OF CONDOMINIUM

FOR

THE RIDGE CLUB

THIS DECLARATION (the "Declaration") is made by CURTIS MYERS, of Blount County, Tennessee.

WITNESSETH

WHEREAS, Declarant is the fee simple owner of that certain tract or parcel of land lying and being in Blount County, Tennessee, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter called the "Property"); and

WHEREAS, certain improvements have or will be constructed on the property as shown on the Plat and Plans which are referenced in Article 4 hereof, and;

WHEREAS, Declarant has duly incorporated The Ridge Club Condominium Association, Inc. as a non-profit membership corporation under the laws of the State of Tennessee; and

WHEREAS, Declarant desires to submit the Property to the condominium form of ownership pursuant to the provisions of the Horizontal Property Act, Tenn. Code Ann. Sections 66-27-101, et seq., as the same is in effect on the date hereof and the terms and conditions hereinafter set out.

NOW, THEREFORE, the Declarant does hereby submit the Property to the condominium form of ownership pursuant to, subject to and in accordance with the provisions of the Act and the terms and conditions hereinafter set forth.

ARTICLE 1 NAME

The name of the condominium is The Ridge Club Condominiums (hereinafter referred to as the "Condominium").

ARTICLE 2 DEFINITIONS

The terms in this Declaration, the By-Laws and the Charter shall have their normal, generally accepted meanings or the meanings given in the Act or the Tennessee Nonprofit Corporation Act. Certain terms used in this Declaration, the By-Laws, and the Charter shall be defined as follows:

2.2 Omitted.

2.3 "ARB": The Architectural Review Board, as described in Article 12

2.4 "Association": The Ridge Club Condominium Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

2.5 "Board of Directors": The elected body responsible for the management and operation of the Association as further described in the By-Laws.

2.6 "By-Laws": The By-Laws of The Ridge Club Condominium Association, Inc.

2.7 "Charter": The Charter of The Ridge Club Condominium Association, Inc., filed with the Secretary of State of Tennessee, as amended from time to time.

2.8 "Class ‘A’ Member": A member as described in Article 6.

2.9 "Class ‘B’ Member": A member as described in Article 6.

2.10 "Class ‘B’ Control Period": The period of time during which the Class ‘B’ Member is entitled to appoint a Majority of the Members of the Board of Directors.

2.11 "Common Elements": That portion of the property subject to this Declaration which is not included within the boundaries of a Unit, as more particularly described in this Declaration.

2.12 "Common Expenses": The expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including, but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the Common Elements, including any Limited Common Elements.

2.13 "Condominium": All that property described in Exhibit ‘A’, attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration, and such other property as may hereafter be submitted to the provisions of the Act by Supplemental Declaration.

2.14 "Condominium Instruments": This Declaration and all exhibits to this Declaration, all Supplemental Declarations, the By-Laws, the Charter, the Rules and Regulations of the Association, and the Plat and Plans, all as may be supplemented or amended from time to time.

2.15 "Eligible Mortgagees": Those holders of first Mortgages secured by Units in the Condominium who have requested notice of certain items as set forth in this Declaration.

2.16 "General Assessment": Assessments levied on all Units to fund Common Expenses for the general benefit of all Units.
2.17 "Governing Documents": The Declaration, By-Laws, Charter for the Association, all Supplemental Declarations to the aforementioned, the rules of the aforementioned Association, the Condominium Instruments and all additional covenants governing any portion of the Condominium, as each may be amended from time to time.

2.18 "Limited Common Elements": A portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Declaration.

2.19 "Majority": Those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) of the total eligible number.

2.20 "Member": A person subject to membership in the Association pursuant to Article 6.

2.21 "Mortgage": Any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation.

2.22 "Mortgagor": The holder of any Mortgage.

2.23 "Occupant": Any person occupying all or any portion of a Unit for any period of time, regardless of whether such person is a tenant or Owner of such property.

2.24 "Owner": Each record title holder of a Unit within the Condominium, excluding any Mortgagor.

2.25 "Person": Any individual, corporation, firm, association, partnership, trust, or other legal entity.

2.26 "Plat": Drawing of actual location of buildings and common areas as shown on Exhibit D and all floor plans relating to the Units located in the Condominium as shown on the collective Exhibit C.

2.27 "Public Records": The Register’s Office of Blount County, Tennessee, as applicable, or such other place which is designated as the official location for recording of deeds and similar documents affecting title to the Condominium.

2.28 "Special Assessment": Assessments levied in accordance with Section 9.5.

2.29 "Specific Assessment": Assessments levied in accordance with Section 9.6.

2.30 "Supplemental Declaration": An instrument filed in the Public Records which subjects Additional Property to this Declaration, and imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.31 "Unit": That portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration. All Units are described in collective Exhibit C.
ARTICLE 3: UNITS AND BOUNDARIES

The condominium is divided into separate Units, Limited Common Elements and Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Governing Documents. The Units are depicted on the Plats and Plans. Each Unit includes that part of the structure which lies within the following boundaries:

3.1 Horizontal (Upper and Lower) Boundaries. The horizontal boundaries of each Unit shall be the separating point between floor joists and the back of the interior surfaces of the floors, and the ceiling rafters and the unfinished surfaces of the ceilings of the Unit as delineated in the Plats and Plans.

3.2 Vertical Boundaries. The vertical boundaries of each Unit shall be the separating point between the outside stud walls and the back of the interior surfaces of the outside walls of the Unit as delineated in the Plats and Plans.

3.3 Other Boundaries. All exterior doors and exterior windows located within each Unit and all sheetrock, plywood, lath, wallboard, plasterboard, plaster, paneling, molding, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished or unfinished interior surfaces of each Unit shall be deemed a part of such Unit; all other portions of the walls, floors, or ceilings shall be deemed a part of the Common Elements. Except as otherwise provided within, all space, interior partitions and other fixtures and improvements within the boundaries of a Unit shall be deemed a part of the Unit.

All chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus that lie partially inside of the designated boundaries of a Unit shall be deemed a part of that Unit to the extent that they serve only that Unit. If such items serve more than one (1) Unit, they shall be deemed Common Elements.

In interpreting the deeds and Plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original Plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or Plan, regardless of settling or lateral movement of the building in which the Unit was located, and regardless of minor variances between the boundaries shown on the Plans or in a deed and those of the Unit.

The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the assets held by the Association. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

3.4 Attachments. A Unit shall include also all attachments to the exterior walls of a Unit which are a part thereof, or which protrude beyond said boundaries, including without limitation, heating and air conditioning systems.
ARTICLE 4: COMMON ELEMENTS

The common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. Each Unit is allocated a percentage of undivided interest in the Common Elements equal to that assigned to every other Unit.

Subject to Article 21, Section 21.1 (d), such percentages of undivided interest shall otherwise only be altered by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration. The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner and may not be separated from the Unit to which it appertains and such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit.

The Common Elements shall remain undivided, and no Owner or any other person shall have the right to bring any action for partition or division of the whole or any part thereof. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners. Each Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including right of access, ingress and egress to and from the Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

The Declarant hereby reserves, for the benefit of the Declarant, its successors and assigns a temporary non-exclusive easement over, across and under the Common Elements for the maintenance of sales and leasing offices, signs, and the reasonable use of the Common Elements for sales, leasing, marketing and construction purposes, including, without limitation, access, ingress and egress across, over and under the Common Elements for the purposes of marketing, leasing and sales, so long as Declarant owns any Unit.

ARTICLE 5: LIMITED COMMON ELEMENTS

5.1 Defined. The Limited Common Elements and the Unit(s) to which they are assigned are:

(a) to the extent that a lanai, deck, patio, porch or balcony, together with any enclosure therefore, serving a Unit is not within the boundaries of the Unit, the lanai, deck, patio, porch or balcony which is appurtenant to a Unit is assigned as Limited Common Element to the Unit having direct access to such deck, patio, porch or balcony;

(b) the doorsteps or stoops leading as access to a deck, patio, porch, or balcony are assigned as Limited Common Elements to the Unit to which the deck, patio, porch, or balcony is assigned;
(c) the shutters, awnings, window boxes and any other apparatus designed to serve a single Unit are assigned as Limited Common Elements to the Unit served by the shutters, awnings, window boxes, or other apparatus;

(d) the portion of the Common Elements on which there is located any portion of the mechanical, electrical, air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or Units so served;

(e) the attic space above the Unit, if any; and

(f) any gas or electric meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served.

(g) the area reserved for Unit 9 for parking as shown by map referenced herein, is a Limited Common Element for the sole use and benefit of the owners of said Unit 9.

5.2 Assignment by Board. The Owners hereby delegate authorization to the Board of Directors, without a membership vote, to assign and reassign Limited Common Elements, as the Board shall from time to time determine, in its sole discretion.

ARTICLE 6: ASSOCIATION MEMBERSHIP AND ALLOCATIONS

6.1 Membership. Every Owner shall be a Member of the Association. There shall be only one (1) membership per Unit. If a Unit is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in the By-Laws. All co-Owners shall be jointly and severally obligated to perform the responsibilities of the Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, member, manager, partner or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

6.2 Voting. The Association shall have two (2) classes of membership, Class ‘A’ and Class ‘B’.

(a) Class ‘A’. Class ‘A’ Members shall be all Owners except the Class ‘B’ Member, if any. Class ‘A’ Members shall have one (1) equal vote for each Unit in which they hold the interest required for membership under section 6.1; provided however, there shall be only one (1) vote per Unit.

(b) Class ‘B’. The sole Class ‘B’ Member shall be the Declarant. The rights of the Class ‘B’ Member, including the right to approve, or withhold approval of actions of, actions proposed under this Declaration, the By-Laws and the Articles. The Class ‘B’ Member may appoint a Majority of the members of the Board of Directors during the Class ‘B’ Control Period which shall continue until the first to occur of the following:

(i) when 90% of the total number of Units permitted on the property on Exhibits ‘A’ and ‘B’ have been conveyed to Persons other than the Declarant.
(ii) when, in its discretion, the Class ‘B’ Member so determines and voluntarily relinquishes such right.

After termination of the Class ‘B’ Control Period, the Class ‘B’ membership shall terminate upon the earlier of:

(i) two (2) years after the termination of the Class ‘B’ Control Period; or

(ii) when, in its discretion, the Declarant so determines.

Upon termination of the Class ‘B’ membership, the Declarant shall be a Class ‘A’ Member entitled to one (1) vote in the Association for every Unit owned by the Declarant.

6.3 Allocation of Liability for Common Expenses. Except as otherwise provided herein, each Unit is hereby allocated liability for Common Expenses equal to that allocated to every other Unit.

(a) Any Common Expenses benefitting less than all of the Units or significantly disproportionately benefitting all Units may be specifically assessed equitably among all of the Units which are benefitting according to the benefit received, as determined by the Board.

(b) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specifically assessed against such Units, as determined by the Board.

For purposes of subsection (b) of this Section, non-use or abandonment of a Unit shall not constitute a benefit to less than all Units or a significant disproportionate benefit among all Units.

ARTICLE 7: ASSOCIATION RIGHTS AND RESTRICTIONS

(a) The Association shall have the right to enter into Units for maintenance, emergency, security, or safety purposes, which right may be exercised by the Association’s Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after twenty-four (24) hour prior notice to the Owner or Occupant of the Unit.

(b) The Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements, and Common Elements.

(c) The Association shall have the right to enforce use restrictions, provisions of the Declaration and By-Laws, and rules and regulations by any means allowed by law, including the imposition of reasonable monetary fines and suspension of use and voting privileges. Any fines imposed in accordance with this Section or as may be elsewhere provided herein, shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments.
(d) The Association shall have the right to grant permits, licenses, utility easements, and other easements over, through and under the Common Elements without the vote of the Owners.

(e) The Association shall have the right to control, manage, operate, maintain, improve and replace all portions of the Condominium for which the Association is assigned maintenance responsibility under this Declaration.

(f) The Association shall have the right to acquire, hold, and dispose of tangible and intangible personal property and real property.

(g) The Association shall have the right to deal exclusively on behalf of the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration.

(h) The Association shall have the right to represent the Owners in dealing with governmental entities.

(i) The Association shall have the right to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements) with sixty (60) days prior notice to all owners; provided, however, the Owners may re-open the closed Common Elements by a majority vote of the total Association vote, cast at a duly called special or annual meeting.

ARTICLE 8: EASEMENTS

8.1 Joint Use Property. Each Unit Owner shall have a perpetual non-exclusive easement in common with all other Unit Owners to use all pipes, wires, ducts, cable, conduits, public utility lines and other Common Elements located in any of the other Units and serving its Unit. The Board of Directors shall have the right to enter each Unit to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein.

8.2 Common Elements. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment is hereby granted.

8.3 Declarant Reservation. The Declarant reserves for itself, its successors and assigns the right to grant easements for utility purposes for the benefit of the property including the right to install, lay, maintain, repair and replace water lines, pipes, ducts, sewer lines, gas mains, telephone wires and equipment and electrical conduits, and wires over, under, along and on any portion of the Common Elements.

ARTICLE 9: ASSESSMENTS

9.1 Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board of Directors.
9.2 Creation of the Lien and Personal Obligation Assessments. Each Owner of any Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to the Association: (i) General Assessments; (ii) Special Assessments; and (iii) Specific Assessments. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or (18%) percent per annum on the principle amount due, and costs, including, without limitation, reasonable attorney’s fees actually incurred, shall be a charge on the Unit and shall be a continuing lien in favor of the Association upon the Unit against which each assessment is made. Such lien shall be superior to all other liens and encumbrances, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; or (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with the first priority over other Mortgages) made in good faith and for value; or (c) liens for all sums on any Mortgage to Declarant duly recorded in the land records of the county where the Condominium is located and all amounts advances pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other persons acquiring liens or encumbrances after this Declaration shall have been recorded in such records and shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The Association’s lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as Mortgages are foreclosed under Tennessee law.

Such amounts shall also be the personal obligation of each Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and each successor-in-title to the Unit shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the General Assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt such Owner from liability for or otherwise with withhold payment of assessments for any reason whatsoever, including, but not limited to, non-use of the Common Elements, the Association’s failure to perform its obligations required under this Declaration, or inconvenience or discomfort arising from the Association’s performance of its duties.

9.3 Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any monthly installment of assessments or any part thereof is not paid in full when due or if any other charge is not paid when due, a late charge equal to the greater of ten dollars ($10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by law, may be imposed without further notice or warning to the delinquent Owner and interest as set forth above.

(b) If part payment of assessments and related charges is made, the amount received shall be applied in the following order, and no restrictive language on any check or draft shall be effective to change the order of application:

   (i) respectively, to any unpaid late charges, interest charges, and Specific Assessments (including, but not limited to, fines) in the order of their coming due;

   (ii) to costs of collection, including reasonable attorney's fees actually incurred by the Association; and
(iii) to any unpaid installments of the General Assessment or Special Assessments in the order of their coming due.

(c) If assessments, fines or other charges or any part thereof due from an Owner are not paid when due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner’s unpaid installments of the annual assessment and of any special assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the General Assessment and of any Special Assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Tennessee law and suspend the Owner’s and/or Occupant’s right to use the Common Elements; provided, however, the Board of Directors may not limit ingress or egress to or from the Unit.

(e) In the event any assessment is delinquent for sixty (60) days or more, in addition to all other rights provided in the Act and this Declaration, the Association shall have the right upon ten (10) days written notice, to suspend any utility services, the cost of which are a Common Expense of the Association, including, but not limited to, water, electricity, heat, air conditioning, gas and cable television, to that Unit until such time as the delinquent assessments and all costs permitted pursuant to this subsection are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney’s fees, shall be an assessment against the Unit and shall be collected as provided herein for the collection of assessments. The notice requirement of this subsection shall be deemed complied with if the notice is tacked to the front door of the Unit or mailed to any address the Owner of the Unit has provided in writing to the Association.

9.4 Computation of Operating Budget and General Assessment. It shall be the duty of the Board prior to the beginning of the Association’s fiscal year to prepare a budget covering the estimated costs of operating the Condominium during the coming year. The Declarant shall be entitled to make contributions of services and materials in lieu of the payment of assessments for any or all Units owned by the Declarant, and the budget may reflect such contributions of services and materials and any loans from the Declarant. The Board shall cause the budget and notice of assessments to be levied against each Unit for the following year to be delivered to each member prior to the beginning of the Association’s fiscal year. The budget and the assessment shall become effective unless disapproved at a duly called and constituted meeting of the Association by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at such meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at the meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding
year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the prior year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. The approval procedure set forth above shall apply.

9.5 Special Assessments. The Board of Directors, at any time, and in addition to any other rights it may have, may levy a Special Assessment against all Owners, notice of which shall be sent to all Owners. Any Special Assessment which would cause the total of Special Assessments levied in one (1) fiscal year to exceed two hundred fifty dollars ($250.00) per Unit shall be approved by a Majority vote of the Owners prior to becoming effective.

9.6 Specific Assessments. The Board shall have the power to specifically assess expenses of the Association against Units (a) receiving benefits, items, or services not provided to all provided within the Condominium that are incurred upon the request of the Owner of a Unit for specific items or services relating to the Unit or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees or guests. The Association may also levy or specifically assess any Unit to reimburse the Association for costs incurred in bringing the Unit into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and rules, provided the Board gives prior notice to the Unit Owner and an opportunity for a hearing.

9.7 Capital Budget and Contribution. The Board may, prior to the end of the Class ‘B’ Control Period, but shall, after the end of the Class ‘B’ Control Period, annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the appropriate budget and assessment.

9.8 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to all Units on the date on which the first Unit is conveyed to a person other than the Declarant. The first assessment on each Unit payable by an Owner other than the Declarant shall be adjusted according to the numbers remaining in the fiscal year.

9.9 Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purpose of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association may require the payment of a reasonable fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

9.10 Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in the amount equal to one-sixth of the annual
assessment per Unit per year. This amount shall be in addition to, and not in lieu of other assessments and shall not be considered an advance payment of such assessments. The Association may use the funds to cover operating expenses, to reimburse the Declarant for deposits made on behalf of the Condominium, to repay the Declarant for loans made to the Association and to cover other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

9.11 Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of the Common Expenses shall be applied against the next year's budget.

9.12 Failure to Assess. Failure of the Board to establish assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which the assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

ARTICLE 10: INSURANCE.

10.1 The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by law and as required herein. All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgages of Owners, if any. It shall be the duty of the Board of Directors at least every three (3) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association. Such insurance shall run to the benefit of the Association, the respective Unit Owners, and their respective Mortgages, as their interests may appear. The improvements and betterments made by the individual Unit Owners shall be excluded from this required coverage, but each Owner shall have the right to obtain additional coverage for such improvements, betterments, or personal property at his or her own expense. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement costs.

(a) The Board of Directors shall utilize every reasonable effort to secure a master policy covering physical damage in an amount equal to full replacement costs of all improvements located on the Condominium that will provide the following:

(i) that the insurer waives its rights of subrogation of any claims against the Board of Directors, officers of the Association, the individual Owners, and their respective household members;

(ii) that the master policy on the Condominium cannot be cancelled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or the managing agent or any persons serving the Association without compensation without a prior demand in writing delivered to the Association and to all Mortgages of Units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;

(iii) that any “no other insurance” clause contained in the master policy shall expressly exclude individual Unit Owners’ policies from its operation.
(iv) that until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee’s insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, or their respective household members, nor the Board of Directors, nor any of the Association’s agents or employees, nor any person serving the Association without compensation, nor be canceled for nonpayment of premiums;

(v) that the master policy may not be canceled or substantially modified without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units;

(vi) a construction code endorsement;

(vii) an agreed value endorsement

(viii) that the deductible amount per occurrence shall not exceed five thousand dollars ($5,000.00).

(b) All policies of insurance shall be written with a company licensed to do business in the State of Tennessee and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the best rating available. The company shall provide insurance certificates to each Owner and each Mortgagee.

(c) In no event shall the insurance company obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by Individual Owners or their Mortgagees. Each Unit Owner shall notify the Board of Directors of all structural improvements made by the Unit Owner to his Unit. Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium, other than the improvements and betterments made by such Owner at his or her expense, and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of the insurance. Such Owner shall also promptly notify in writing, the Board of Directors in the event such policy is canceled.

(d) In addition to the insurance required herein above, the Board shall obtain as a Common Expense:

(i) Worker’s Compensation Insurance if and to the extent necessary to meet the requirements of law;

(ii) public liability and officers’ and directors’ liability insurance in such amounts as the Board may determine, but in no event less than One Million ($1,000,000.00) Dollars per occurrence (Such insurance shall contain a cross liability endorsement);

(iv) such other insurance as the Board of Directors may determine to be necessary.

(e) Insurance carried by the Association as a Common Expense shall not include any part of a Unit not depicted on the Plats and Plans, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit. Nothing contained herein gives any Owner or other party a priority over the rights of first Mortgagees as to distribution of insurance proceeds.
ARTICLE 11: REPAIR AND RECONSTRUCTION

In the event of damage to or destruction of the Condominium insured by the Association as a result of fire or other casualty, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. If more than two-thirds (2/3) of the Condominium is destroyed, reconstruction of the Condominium shall occur with the terms of the By-Laws.

11.1 Cost Estimates: Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

11.2 Source and Allocation Proceeds: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against all Owners in proportion to each Owner's respective undivided interest in the Common Elements. This assessment shall not be considered a Special Assessment. If there is a surplus of funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

11.3 Plans and Specifications: Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

11.4 Encroachments: Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence so long as the reconstructed building shall stand.

11.5 Construction Fund: The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s) and personnel performing the work or supplying material or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

ARTICLE 12: ARCHITECTURAL CONTROL

12.1 Architectural Standards: Except as provided herein, no Owner, Occupant, or any other person may make any encroachment onto the Common Elements or Limited Common
Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, antenna, playground equipment, light (except for reasonable seasonal decorative lights), storm door or window, artificial vegetation, exterior sculpture, fountain, flag, or thing on the exterior of the buildings, in any windows, on any Limited Common Elements, or any other Common Elements, without first obtaining the written approval of the Architectural Review Board ("ARB").

The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings and the location in relation to surrounding structures and topography. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ARB may reasonable require. The ARB or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board of Directors or the ARB may publish written architectural standards for exterior and Common Elements alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography. The Architectural Review Board may allow such encroachments on the Common Elements and Limited Common Elements as it deems acceptable.

In the event that the ARB fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the ARB may reasonable require have been submitted, its approval will not be required and this subsection will be deemed complied with; provided however, even if the requirements of this subsection are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the By-Laws or the rules and regulations.

12.2 Architectural Review Board. The ARB shall consist solely of the Person or Persons appointed by the Declarant, if any, until such time as the Declarant assigns such right, at its option to the Board of Directors.

12.3 Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In the discretion of the ARB, an Owner may be required to verify such condition of approval by written instrument in recordable form acknowledged by such Owner.

12.4 Limitation of Liability. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only and neither the Declarant, the Board of Directors nor the Architectural Review Board shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the Architectural Review Board, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Unit.

12.5 No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and the Architectural Review Board will change from time to time and
that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board of Directors or the Architectural Review Board of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or the Architectural Review Board, shall not be deemed to constitute a waiver of the right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters subsequently or additionally submitted for approval or consent.

12.6 Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board of Directors or the ARB, the violating Owner shall, at his or her own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARB shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney’s fees, may be assessed against the Unit and collected as an assessment pursuant to this Declaration. In addition to the foregoing, the ARB shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions. Any exterior change, alteration, or construction (including landscaping) upon the Common Elements made by an Owner in violation of this Declaration shall be at such Owner’s sole risk and expense. The Board of Directors or the ARB may require that the Owner remove the change, alteration, or construction and restore the Common Elements to its original condition, or may require that the change, alteration or construction remain on the Common Elements without reimbursement to the Owner for any expense incurred in making the change, alteration or construction.

ARTICLE 13: USE RESTRICTIONS

Each Owner of a Unit shall be responsible for ensuring that the Owner’s invitees, guests, and Occupants comply with all the provisions of the Condominium Instruments and the rules and regulations of the Association. In addition to any rights the Association may have against the Owner’s invitees, guests or Occupants, as a result of such Person’s violation of the Condominium Instruments, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner’s invitees, guests or Occupants. Use restrictions regarding the use of Units and the Common Elements are as follows and also as may be adopted by the Board of Directors in accordance with the terms hereof and as specified by the By-laws.

13.1 Use of Units.

(a) Residential Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a Unit may conduct such ancillary business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, smell from the exterior of the Unit; (b) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers, or other business invitees; (c) the business activity conforms to all zoning requirements for the condominium; (d) the business activity does not increase traffic in the Condominium; (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the
Association to obtain insurance coverage; and (f) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may determined in the sole discretion of the Board of Directors.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, general accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the use of a Unit by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subsection. This Section shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Condominium or its use of any Units which it owns within the Condominium.

(b) Single Family Occupancy. No Unit shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one person who is not related as a single household unit, or no more than three (3) person who are not so related living together as a single household unit, and the household employees of either such household unit.

13.2 Subdivision of Units and Outbuildings. No Unit may be subdivided into a smaller Unit and no structure of a temporary character, trailer, tent, shack, carport, garage. Barn or other outbuilding shall be erected or used by any Owner or Occupant on any portion of the Condominium, at any time, either temporarily or permanently.

13.3 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, stored on, or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein.

With the prior written approval of the Board, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Elements as provided herein shall assume, on behalf of himself/herself/himself and his/her guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

13.4 Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned and said Owner’s family members, guests, invitees, and Occupants. The Limited Common Elements are reserved for exclusive use, but are a part of the Common Elements, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements. No motorcycles, bicycles or mopeds may be kept on Limited Common Elements. Grills and “smokers” are strictly prohibited from all Limited Common Elements.
13.5 Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health or unreasonably annoy or disturb or cause embarrassment, discomfort, or nuisance to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights. Notwithstanding anything to the contrary herein, no Owner or Occupant of a Unit may use or allow the use of the Unit, the Common Elements or the Limited Common Elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the sole discretion of the Board, interfere with the rights, comfort or convenience of the Owners or Occupants.

No Owner shall do any work which, in the reasonable opinion of the Board or its designer, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees. No damage to or waste of the Common Elements, or any part thereof, or of the exterior of any building shall be permitted by any Owner or member of his or her family or any invitee or guest of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any damage or waste caused by such Owner, members or his or her family, guests, invitees, or Occupants of his or her Unit.

13.6 Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted for the limited purpose of transporting the firearms across the Common Elements to or from the Owner’s Unit. The term “firearms” includes but is not limited to “B-B” guns, pellet guns, and other firearms of all types, regardless of size.

13.7 Pets. No Owner or Occupant may keep any pets other than generally recognized household pets on any portion of the Condominium, and no Owner or Occupant may keep more than two (2) generally recognized household pets per Unit. The Board, in its sole discretion, may adopt additional restrictions governing the keeping of pets, including, but not limited to, weight restrictions.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose.

Pets may not be left unattended outdoors or kept outdoors in fenced areas or in Limited Common Elements. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including the Limited Common Elements without the prior written approval of the Board of Directors as provided in this Declaration. All pets (including cats) must be kept on a leash and be under the physical control
of a responsible person at all times while outdoors. Feces left upon the Common Elements by pets must be removed by the owner of the pet or the person responsible for the pet.

No pit bull dogs or other dogs determined in the sole discretion of the Board to be dangerous dogs may be brought onto or kept on the Condominium at any time by any Unit Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health or safety of any Owner or Occupant of any Unit or which creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Condominium upon seven (7) days written notice by the Board of Directors. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet. Any pet which, in the sole discretion of the Board, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet’s owner.

13.8 Parking. The Board of Directors may promulgate Rules and Regulations restricting parking on the Condominium, including restricting the number of vehicles which any Owner or Occupant may bring onto the Condominium, designating or assigning parking spaces, provided that nothing herein shall prohibit an Owner or Occupant from having service vehicles park temporarily on the property if otherwise in compliance with this subsection and the Rules and Regulations adopted by the Board.

Disabled and stored vehicles are prohibited from being parked on the Condominium. Boats, boat trailers, trucks with a load capacity of one and one-half (1-1/2) tons or more, full-size vans (except sport utility vehicles and mini-vans used as passenger vehicles), recreational vehicles (RV’s and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium, except in garages or other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, that no such vehicle shall be authorized to remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without the written consent of the Board.

For purposes of this subsection, a vehicle shall be considered “disabled” if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered “stored” if it remains on the Condominium for fourteen (14) consecutive days or longer without the prior written permission of the Board of Directors.

If any vehicle is parked on any portion of the Condominium in violation of this subsection or in violation of the Association’s Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of the person to contact regarding the alleged violation. If, twenty-four (24) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner’s or Occupant’s Unit, is obstructing the flow of traffic, is parked other than in a parking
space, is parked in a space which has been assigned as a Limited Common Element exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this subsection, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim or damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

13.9 Abandoned Personal Property. Abandoned or discarded personal property, other than an automobile as provided for in Section 13.8 is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Elements or Limited Common Elements without the prior written permission of the Board.

If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Elements or Limited Common Elements in violation of this subsection, then the Board may remove and either discard or store the personal property in a location which the Board may determine.

Prior to taking any such action, the Board shall place a notice on the personal property and/or on the front door of the Unit of the owner of such property, of known, specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone of a person to contact regarding the alleged violation.

If two (2) days after such notice is placed on the personal property and/or front door of the Unit, the violation continues or thereafter occurs again within six (6) months of such notice, the personal property may be removed in accordance with the original notice, without further notice to the owner or user of the personal property.

Notwithstanding anything to the contrary, the Board, in its discretion, may determine than an emergency situation exists, and the personal property abandoned or stored in violation of this subsection may, without prior notice to the owner or user of the personal property, be removed and either discarded or stored by the Board in a location which the Board may determine; provided, however, the Board shall give to the owner, if known, notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If personal property is removed in accordance with this subsection, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

13.10 Heating Units in Colder Months. In order to prevent breakage of water pipes during the colder months of the year resulting to damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, thermostats within the Units shall be maintained with
the heat in an “on” position and at a minimum temperature of fifty-five (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32°) Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the times specified above when the heating equipment is not working properly, the Unit Owner or Occu- pant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board of Directors may fine any Owner or Occu- pant up to five hundred dollars ($500.00) and/or may cause the water service to the violator’s Unit to be discontinued for violation of this subsection, in addition to any other remedies of the Association. Any fine imposed pursuant to this subsection shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for collection of assessments.

13.11 Signs. No signs, advertising posters, billboards, canopy or awnings, or any variation of the foregoing of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. Notwithstanding the restrictions contained in this subsection, the Declarant may erect reasonable signs and the Board of Directors shall have the right to enact reasonable rules and regulations governing the general placement of signs on the Condominium.

13.12 Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in closed plastic bags and placed in proper receptacles designated by the Board for collection or shall be removed from the Condominium.

13.13 Impairment of Units and Easements. An Owner shall do no act or any work that will impair the structural soundness or integrity of another Unit or impair any easement or other interest in real property, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners or Occupants.

13.14 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture, or other household items, bicycles, motorcycles, and mopeds, shall not be placed or stored outside the Unit. Grills and “smokers” are strictly prohibited from any lanai, porch, patio, balcony or deck.

13.15 Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Condominium without the prior written consent of the Board. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

13.16 Window Treatments. Unless otherwise approved in writing by the Board, all windows which are part of a Unit shall have window treatments and any portion thereof visible from outside shall be white or off-white in color.
13.17 Antennas, Clotheslines, and Window Air-Conditioning Units. Unless otherwise approved in writing by the Board, and subject to the Telecommunications Act of 1996, no Owner, Occupant, or any other person shall place or maintain any antennas, outside clothesline or other facilities for drying clothes or window air-conditioning units on the Condominium. This provision shall not, however, prohibit the Association from constructing or maintaining a central system on the Condominium for the benefit of its members.

ARTICLE 14: LEASING

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this Section.

14.1 Definition. “Leasing”, for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

14.2 Leasing Provisions. Leasing of Units shall be governed by the following provisions:

(a) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written approval of the Board. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. Leases may be daily, weekly, monthly or annually at the discretion of Unit Owner. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board of Directors with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Unit Owner must make available to the lessee copies of the Governing Documents.

(b) Compliance with Governing Documents. Use of Common Elements, and Liability for Assessments. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner and each lessee, by occupancy of a Unit, covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Unit.

(i) Compliance with Governing Documents. The lessee shall comply with all provisions of the Governing Documents and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of his or her Unit to comply with the Governing Documents, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Governing Documents adopted pursuant thereto. In the event that the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine shall be assessed against the lessee in accordance with the By-Laws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee’s failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.
Any violation of the Governing Documents by the lessee, any Occupant, or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Tennessee Law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Governing Documents, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney’s fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Elements. Except where the Owner also occupies the Unit, the Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Condominium.

(iii) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual special, or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual, special, and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such arrangements to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board’s request. All such payments made by lessee shall reduce, by the same amount, lessee’s obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board’s request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Article 9 herein as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

This Section shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. Notwithstanding the foregoing, any Unit owned by the Declarant may be used as a model, sales center, hospitality suite, or any other use deemed appropriate by the Declarant.

ARTICLE 15: SALE OF UNITS

A Unit Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Unit Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This Section shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of his or her ownership of the Unit. Upon failure of an Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.
ARTICLE 16: MAINTENANCE RESPONSIBILITY

16.1 By the Owner. Except to the extent otherwise provided below, each Owner shall have the obligation to maintain and keep in good repair all portions of the Unit, and all Limited Common Elements assigned to the Unit. This maintenance responsibility shall include, but not be limited to all glass surfaces, windows, window frames and casings, and all doors, doorways, door frames, and hardware that are part of the entry system of the Unit, terraces, roof terraces, porches, patios, decks or balconies, the heating and air conditioning system serving the Unit, all pipes, lines, ducts, conduits, and other apparatus or equipment which serve only the Unit, whether located within or without a Unit’s boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only that Unit).

16.2 By the Association. The Association shall maintain and keep in good repair as a Common Expense the Common Elements. Except to the extent that insurance required to be maintained or maintained by the Association covers any damage or loss and except as otherwise provided herein, the Association shall not be responsible for any maintenance or repair to any Unit or to any Limited Common Element provided that if parking spaces, carports and/or garages are assigned as Limited Common Elements, the parking spaces, carports and exterior of any garages shall be maintained by the Association. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow, or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner’s Occupants, guests, or invitees, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner’s Occupants, guests or invitees or any damage or injury caused in whole or in part by the Association’s failure to discharge its responsibilities under this Declaration or the By-Laws. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. If the Board of Directors determines that the need for maintenance or repair of any portion of the Common Elements is caused through the willful or negligent act of any Owner or Occupant or their guests or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner of the applicable Unit.

16.3 Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly such Owner’s obligation with regard to maintenance, repair, or replacement of items of which such Owner is responsible hereunder, the Association shall give the Owner written notice of the Owner’s failure or refusal and of the Association’s right to provide necessary maintenance, repair, or
replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors. Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board of Directors determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and a lien against the Unit.

16.4 Maintenance Standards and Interpretation. The maintenance and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board of Directors to another. These variances shall not constitute a waiver by the Board of Directors of the right to adopt and enforce maintenance standards under this Section. No decision or interpretation by the Board of Directors shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board of Directors. No Owner shall perform any maintenance which may result in a change or alteration to the exterior of the Unit without the prior written approval of the Board of Directors as provided in Article 12 hereof.

16.5 Measures Related to Insurance Coverage. The Board, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed, during the winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventative measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Owner's Unit; and such other measures as the Board may reasonable require so long as the cost of such work does not exceed five hundred dollars ($500.00) per Unit in any twelve (12) month period.

In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any reasonable requirement made by the Board pursuant to this Section, the Association, upon fifteen (15) days written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this section, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.
ARTICLE 17: PARTY WALLS AND FENCES

17.1 General Rules of Law to Apply. Each wall of fence which shall serve and separate any two (2) adjoining Units shall constitute a party wall or fence and, to the extent not inconsistent with provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

17.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

17.3 Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the wall or fence may restore it, and the other Owner or Owners thereafter who are benefited by the wall or fence shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

17.4 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE 18: EMINENT DOMAIN

In the event of a taking by eminent domain of any portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the total Association vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available. The provisions of Article 11 herein, applicable to the Common Elements improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE 19: MORTGAGEE RIGHTS

19.1 Mortgagee Notice. Upon written request to the Association, identifying the name and address of the holder and the Unit or address, any Eligible Mortgagee will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgagee;
(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgagee which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any obligation under the Condominium Instruments which is not cured within sixty (60) days.

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

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgagee, as specified herein.

Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

19.2 Additional Mortgagee Rights. Notwithstanding anything to the contrary herein contained, the provisions of Articles 14 and 15 governing sales and leases shall not apply to impair the right of any first Mortgagee to:

(a) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or

(b) take a deed or assignment in lieu of foreclosure; or

(c) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

19.3 Notice to Association. Upon request each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner’s Unit.

19.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not have a written response from the Mortgagee within thirty (30) days of the date of the Association’s request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

19.5 Construction of Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Tennessee law for any of the acts set out in this Article.
ARTICLE 20: AMENDMENTS

(a) By Declarant. Until termination of the Class ‘B’ membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including for example, the Federal National Mortgage Association or Federal Home Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

(b) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total Class ‘A’ votes in the Association and, during the Class ‘B’ membership, the written consent of the Declarant. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

ARTICLE 21: ANNEXATION AND WITHDRAWAL OF PROPERTY

21.1 Annexation by Declarant. Declarant may from time to time unilaterally subject all or any portion of Additional Property to the Act and to the provisions of this Declaration. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits ‘A’ and ‘B’ and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of the Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Nothing in the Declaration shall be construed to require the Declarant or any successor to annex or develop any of the additional property in any manner whatsoever. In addition:

(a) No assurances are made with respect to materials to be used in improvements placed on Additional Property.
(b) No assurances are made that Units constructed on the Additional Property will be substantially similar to those of the Condominium.

(c) The Declarant shall have the unlimited right to assign some of the Additional Property as Limited Common Elements.

(d) If the Condominium is expanded, the undivided interest in the Common Elements, the liability for Common Expenses, and votes in the Association shall all be reallocated so that the interest, liability, and vote of each Unit is equal to that of every other Unit in the Condominium.

21.2 Withdrawal of Property. The Declarant reserves the right to amend this Declaration, for the purpose of removing any portion of the Condominium from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant.

21.3 Additional Covenants and Easements. The easement for access to basement as shown by map referenced herein, is hereby reserved. The Declarant may unilaterally subject any portion of the Condominium to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

21.4 Amendment. This Article shall not be amended without the prior written consent of Declarant.

ARTICLE 22: GENERAL PROVISIONS

22.1 Security. Each Owner, on behalf of such Owner and the Occupants, guests, licensees, and invitees, of the Unit acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in and to the Condominium. It shall be the responsibility of each Owner to protect such Owner’s persons and property and all responsibility to provide security shall lie solely with each Unit Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken, if any.

Neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security within the Condominium, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made.
that any security system or measures cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all Occupants of its Unit that the Association, its Board of Directors and committees, and Declarant are not insurers and that each Person using the Condominium assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

22.2 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Charter, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonable necessary to effectuate any such right or privilege.

22.3 Compliance. Every Owner and Occupant of any Unit shall comply with this Declaration, the By-Laws, and the rules of the Association. Failure to comply shall be grounds for an action by the Association or, in a proper case, by any aggrieved Unit Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Article 7.

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

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

22.6 Notices. Notices provided for in this Declaration or the Articles or By-Laws shall be in writing, and shall be addressed to any Owner at the address of the Unit and to the Declarant or the Association at the address of their respective Registered Agent in the State of Tennessee. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices addressed as above shall be deemed delivered three (3) business days after mailing by United States Registered or Certified Mail, postpaid, or upon delivery when delivered in person, including delivery by Federal Express or other reputable courier service.
22.7 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

22.8 Indemnification. To the fullest extent allowed by the Tennessee Nonprofit Corporation Act, and in accordance therewith, the Association shall indemnify every current and former officer, director, ARB member, and committee member against any and all expenses, including, but not limited to, attorney’s fees, imposed upon or reasonably incurred by any officer, director, ARB member or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director, ARB member or committee member may be a party by reason of being or having been an officer, director, ARB member or committee member. The officers, directors, ARB members and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith. The officers, directors, ARB members and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director, ARB member and committee member 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, director, ARB member or committee member, or former officer, director or committee member may be entitled. The Association shall maintain adequate general liability and officers’ and directors’ liability insurance to fund this obligation, if such coverage is reasonable available.

IN WITNESS WHEREOF, the Declarant has executed this Declaration under seal this 17th day of October, 2016.

DECLARANT:

CURTIS MYERS
STATE OF TENNESSEE  
COUNTY OF BLOUNT  

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CURTIS MYERS, the within named bargainer with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained. 

Witness my hand and official seal at office, this 17th day of October, 2016.

My Commission expires: 10-8-17

Notary Public

[Seal]
EXHIBIT 'A'

Legal Description

SITUATED in District No. 19 of Blount County, Tennessee, within the City of Maryville and being all of Tract 3A1 of THE RIDGE CLUB CONDOMINIUM DEVELOPMENT, SUBD. OF TRACT 3A1, 95 PROPERTIES, LLC PROPERTY as shown by map of the same of record in Map File 34866 in the Register's Office for Blount County, Tennessee, to which map specific reference is hereby made.

FOR SOURCE of title see deed of record in Record Book 2437, Page 984 in the Register’s Office for Blount County, Tennessee.
EXHIBIT 'B'

Unit Floor Plans
EXHIBIT "C"

Building and Common Area Location