

PREPARED BY AND RETURN TO:  
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ATTORNEYS AT LAW  
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FRANKLIN, TN 370068-0026

# Amended and Restated Declaration of Covenants, Conditions and Restrictions and By-laws for King's Creek Homeowners Association, Inc.

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43 PGS:AL-RESTRICTIONS	
NANCY BATCH: 247771	04/26/2021 - 08:00 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	215.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	217.00

STATE OF TENNESSEE, MAURY COUNTY  
**JOHN FLEMING**  
REGISTER OF DEEDS

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR KING'S CREEK HOMEOWNERS ASSOCIATION INC.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for King's Creek Homeowners Association is intended to restate all of the provisions of the original Declaration of record at Book R 1578, Page 1, Register's Office of Maury County, as well to incorporate all of the amendments of record through March 2021, including those at Book R1971, Page 1; Book R2048, Page 1168; Book R2138, Page 556; Book R2358, Page 444 as well as make additional amendments to the Declaration.

This document should be considered the current and controlling statement of all Covenants, Conditions and Restrictions for the Properties as of the date of its recording. Any prior document with inconsistent provisions is to be considered amended and superseded by this document.

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions was made effective the 5<sup>th</sup> day of November 2001, by MAINSTREET HOMES, LLC ("Declarant"). MAINSTREET HOMES, LLC, sold the Property and pursuant to Article XIII of the Declaration, KC Village, LLC, a Tennessee limited liability company, has become the Declarant for all purposes under the Declaration from February 28, 2007. The Declarant has completed the development and is no longer a member of the Association.

WITNESSETH:

WHEREAS, Declarant was the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Properties"), which Declarant developed as a residential community with various private elements, apartments, open spaces, general common elements, and limited common elements for the benefit of said community;

WHEREAS, Declarant desired to provide a flexible and reasonable procedure for the overall development of the Properties and to establish a method for the administration, maintenance, preservation, use and enjoyment of such portions of the Properties as are now or may hereafter be submitted to this Declaration;

WHEREAS, Declarant intended by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvements for the benefit of all owners and/or occupants of residential property within the Properties and all persons or entities having any interest in the Properties, by the recording of this Declaration;

WHEREAS, as part of the general plan of improvement of the Properties, Declarant created an Association (as defined herein) to manage the Properties;

WHEREAS, Declarant desired that the Properties be held, sold and conveyed subject to the provisions of the Declaration;

NOW, THEREFORE, All of the Properties described in Exhibit A shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Properties and shall run with the real property submitted to this Declaration, They shall be binding on all parties having any right, title, or interest in the described Properties, or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### Definitions

**Section 1. "Assessments"** shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units and of maintaining the Properties, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below. The term "Assessments" shall include without limitation General Assessments, Common Area Assessments, Specific Group Assessments, Common Area Capital Assessments, and Specific Group Capital Assessments (each as defined in Article IX).

**Section 2. "Association"** shall mean and refer to King's Creek Homeowners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

**Section 3. "Board of Directors" or "Board"** shall be the elected body responsible for managing the affairs of the Association. Actions required of or permitted by the Board herein may be taken or fulfilled by a committee or other designee as may be established or appointed by the Board in accordance with the Bylaws of the Association.

**Section 4. "Bylaws"** shall mean the Bylaws of King's Creek Homeowners Association, Inc. attached hereto as Exhibit C and made a part hereof, and as may be amended from time to time.

**Section 5. "Common Elements"** shall mean and include the General Common Elements and the Garden Home Common Elements but shall not include the Townhome Common Elements.

**Section 6. "Common Expenses"** shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Elements, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

**Section 7. "Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the subdivision developed on the Properties. The Board of Directors are empowered to create a Community Standards document to further illustrate such standard.

**Section 8. "Cottage Home"** shall mean an independently owned structure on a separate lot that is located on one of the lots designated in Exhibit B as a Cottage Home Lot, including both Series I Cottage Homes and Series II Cottage Homes.

**Section 9. "Deed"** shall mean a deed through which an Owner takes title to a Residential Unit.

**Section 10. "Eligible Mortgage Holder"** shall mean any holder of a first Mortgage on a Garden Home that has submitted a written request to the Board requesting notification of any proposed action under Article XII, Section 2 of this Declaration or Section 8 of the Master Deed requiring the consent of a specified percentage of Eligible Mortgage Holders. Such written request to the Board must include the name and address of the Mortgage Holder and the unit number and address of the Garden Home on which it has the Mortgage.

**Section 11. "Garden Home"** shall also be known as Garden Home Condominiums and shall mean a single unit in a multiple unit structure or structures with common elements that is designated on Exhibit B as a Garden Home Unit and that is located in the Garden Home Property. The boundaries of each Garden Home shall be the outermost unfinished

interior walls, floors, and ceilings of each Unit. Garden Homes are also subject to the provisions of a horizontal property regime pursuant to a Master Deed.

**Section 12. "Garden Home Common Elements"** shall mean the structures containing the individual Garden Home Units, together with the Garden Home Property and all other improvements thereon but excluding the individual Garden Home Units. Garden Home Common Elements shall include, without limitation, the following:

- (a) Foundations, walls (excluding the unfinished interior walls of each Garden Home), roofs, exterior hallways, elevators, lobbies, stairways, entrances, and exits. The repair, maintenance and replacement of all wood rooftop chimney enclosures shall be the responsibility of the Association and shall fall within the definition of Garden Home Common Expenses" as defined in Section 13 of the Declaration;
- (b) Sprinkler systems, sprinklers, common utilities, common mechanical and electrical systems, compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, water tanks and pumps and the like;
- (c) Paved parking surfaces, landscaping and irrigation systems, fountains, benches, grilling areas, alleys, gates, fences, structures, sidewalks, signage, lights;
- (d) Storm water systems, garbage incinerators and, in general, all devices or installations existing for the common use of the Garden Homes; and
- (e) All other improvements located in the Garden Home Property rationally of common use or necessary to the existence, upkeep, and safety of the Garden Homes or the structure or structures containing the Garden Homes.

**Section 13. "Garden Home Common Expenses"** shall mean and include the actual and estimated expenses of maintaining the Garden Home Common Elements, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

**Section 14. "Garden Home Limited Common Elements"** shall mean all Garden Home Common Elements serving a single Garden Home to the exclusion of the other Garden Homes, the benefit or use of which is reserved to the lawful occupants of such Garden Home in this Declaration, on the Preliminary Site Plan, or in the Master Deed. The repair, maintenance and replacement of all fireplace flues, pipes and fireplace components serving only a specific Garden Home to the exclusion of the other Garden Homes, shall be the responsibility of the Garden Home Owner benefitting therefrom. The Garden Home Limited Common Elements for the respective Garden Homes are further described and limited as follows:

- (a) The exterior surfaces of the doors, walls, and windows of each Garden Home, and all lights, knockers, and other items affixed thereto;
- (b) Those specifically designated garages, carports or parking spaces, if any, listed on a Deed conveying a Garden Home to an Owner; and
- (c) The stoops and balconies attached to each Garden Home.

**Section 15. "Garden Home Limited Common Expenses"** shall mean and include the actual and estimated expenses of maintaining the Garden Home Limited Common Elements, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to the Master Deed, this Declaration, and the Bylaws of the Association.

**Section 16. "Garden Home Property"** shall mean those portions of the Properties shown and designated on Exhibit B or the Preliminary Site Plan as the Garden Home Property.

**Section 17. "General Common Elements"** shall mean the Properties and any improvements thereto, but excluding the Residential Units, the Townhome Common Elements, and the Garden Home Common Elements, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including, but not limited to the lots designated on Exhibit B or on the Preliminary Site Plan as the General Common Elements, and any and all detention ponds, waterways, fountains, landscaping and irrigation systems, fences, structures, sidewalks, sidewalks parallel to the street, street trees planted between all sidewalks and curbs, grass areas between sidewalks and curbs, community signage, walls, monuments, illumination of such general common elements, common utilities, storm water system, wells, swimming pool (if any), locker rooms and changing facilities (if any), and other improvements located on such General Common Elements. Declarant has conveyed the General Common Elements to the Association.

**Section 18. "General Common Expenses"** shall mean and include the actual and estimated expenses of operating the Association and maintaining the General Common Elements, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

**Section 19. "Master Deed"** shall mean one or more Master Deeds of King's Creek Subdivision imposing a horizontal property regime on the Garden Home Property or any portion thereof, which shall be recorded in the Register's Office of Maury County, Tennessee, together with any amendments that may thereafter be made to such Master Deed.

**Section 20. "Member"** shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

**Section 21. "Mortgage"** shall include a deed of trust or mortgage encumbering any Residential Unit.

**Section 22. "Mortgagee"** shall include a beneficiary under, or holder of a note secured by Mortgage.

**Section 23. "Mortgagor"** shall include the trustor or grantor of a Mortgage.

**Section 24. "Owner"** shall mean and refer to one or more Persons or entities who hold the record title to any Residential Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this Declaration, the Owner of a Residential Unit which is under lease shall be as follows: for the purpose of membership, including matters related to voting and assessments, the record owner or owners of the Residential Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Elements, the tenant or tenants residing in the Residential Unit. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association.

**Section 25. "Person"** shall mean a natural person, corporation, partnership, limited liability company, trust, trustee, or other legal entity.

**Section 26. "Preliminary Site Plan"** shall mean that certain preliminary site plan of the Properties attached hereto as Exhibit D. Declarant has recorded a series of final plats of the Properties in the real estate records of the Register's Office for Maury County, Tennessee as the Properties were developed (each such recorded plat, a "Final Plat"). To the extent a

Final Plat conflicts with the Preliminary Site Plan, the Final Plat shall control, and the Preliminary Site Plan shall be deemed to have been amended to conform to the Final Plat.

**Section 27. "Private Element"** shall mean each lot designated on Exhibit B as a Cottage Home Lot or Townhome Lot, including without limitation the lot area upon which each Cottage Home and Townhome is located. Fee simple ownership and exclusive use of each Private Element is reserved to the Owner of the Cottage Home or Townhome located on such Private Element. There are no Private Elements for any of the Garden Homes.

**Section 28. "Properties"** shall mean and refer to the real property described in Exhibit A attached hereto.

**Section 29. "Residential Units" or "Units"** shall mean a portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single family, which shall include the lots designated for Cottage Homes and Townhomes and the units designated for Garden Homes on Exhibit B, whether construction of a residence has actually been begun or completed or not. All Residential Units shall be shown and identified as numbered lots or units upon the Preliminary Site Plan.

**Section 30. "Subsequent Amendment"** shall mean an amendment to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations to the provisions of this Declaration. The term "Declaration" as used herein shall include this Declaration, together with any and all Subsequent Amendments.

**Section 31. "Townhome"** shall mean an independently owned structure, located on a Private Element, that is attached to another independently owned structure and is designated in Exhibit B as a Townhome Lot.

**Section 32. "Townhome Common Elements"** shall mean the structures and other improvements located on the Townhome Lots, but excluding the interior of each Townhome extending to its outermost unfinished interior walls, floors, and ceilings and excluding any improvements or upgrades to any Townhome or Townhome Lot that are above and beyond the base model of Townhome and Townhome Lot initially offered for sale by Declarant. Townhome Common Elements shall include, without limitation, the foundations, walls (excluding walls within the outermost unfinished interior walls, floors, and ceilings of a given Townhome), roofs, vents, stacks, utility connections, stoops, porches, gutters, downspouts, window frames, windows, window screens, doors, shutters, foundations, fences, sidewalks, carports and driveways of the Townhomes. The Townhome Common Elements are not subject to common ownership, as each Townhome Owner has fee simple title to his or her Townhome Lot and all improvements thereon. The Townhome Common Elements are, however, subject to common maintenance and insurance as set forth, for example, in Article IV, V, VIII, and IX.

**Section 33. "Townhome Common Expenses"** shall mean and include the actual and estimated expenses of maintaining the Townhome Common Elements, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

**Section 34. "Vehicle"** shall mean any motorized or non-motorized form of conveyance or carriage, including but not limited to automobiles, motorcycles, trucks, vans, SUVs, buses, campers, boats, ATVs, RVs and trailers.

## **ARTICLE II**

### **Property Rights**

Every Owner shall have a right and easement of enjoyment in and to the General Common Elements that is appurtenant to the title to such Owner's Residential Unit, subject to any restrictions or limitations contained in this Declaration or in any Deed or amendment thereto conveying the General Common Elements to the Association or subjecting the General Common Elements to this Declaration. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time.

## **ARTICLE III**

### **Membership and Voting Rights**

**Section 1. Membership in the Association.** Every Person who is the record owner of a joint fee interest or an undivided fee interest in the fee title to any Residential Unit shall be deemed to be a member of the Association (each such person or entity, a "Member"). Membership shall be appurtenant to and may not be separated from such fee interest ownership, and any transfer of a Residential Unit shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one vote per Residential Unit owned. In the event the Owner of a Residential Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or a Member's spouse, but in no event shall more than one vote be cast for each Residential unit.

## **ARTICLE IV**

### **Maintenance**

**Section 1. Association's Responsibility.** The Association shall be responsible for the following maintenance obligations:

- (a) The Association shall maintain and keep in good repair the General Common Elements. Such maintenance shall include, without limitation, maintaining, repairing, and replacing, subject to any insurance then in effect, all trees, landscaping and other flora, structures, irrigation system, storm water control, swimming pools (if any), locker rooms and changing facilities (if any), and any other improvements situated upon the General Common Elements and fire and hazard insurance covering the General Common Elements, the Association, and its Members as set forth below.
- (b) With respect to the Cottage Homes and the Townhomes, the Association shall also be responsible for maintaining the front and side yards, and any rear yard located between the garage (or carport) and the alley, even though such yards are not part of the Common Elements. Such yard maintenance shall include cutting of grass, edging, weeding, fertilizing, pest control, and maintenance of that portion of the irrigation system serving the Cottage Homes and Townhomes (the "Private Use Irrigation System"), whether the Private Use Irrigation System is located on the Cottage Home or Townhome

Lots or in the Common Elements. Maintenance of the Private Use Irrigation System shall include the cost of maintaining and operating the irrigation system, lines and heads, but shall not include furnishing the water to the Private Use Irrigation System. Each Owner of a Cottage Home or Townhome shall furnish the water for the portion of the Private Use Irrigation System serving his or her Unit from his or her separately metered individual domestic water supply. Each Owner of a Cottage Home or Townhome shall be responsible for plant replacement and yard maintenance of the courtyard area between the front yard and the garage or carport, and the Association shall not be responsible for any costs associated with such plant replacement and yard maintenance.

- (c) The Association shall maintain and keep in good repair the Townhome Common Elements. Such maintenance shall include, without limitation, maintenance, repair, and replacement of the Townhome Common Elements; and fire and hazard insurance for the Townhome Common Elements and fixtures as set forth in Article V below.
- (d) As set forth in greater detail in the Master Deed, the Association shall maintain and keep in good repair the Garden Home Common Elements and the Garden Home Limited Common Elements. Such maintenance shall include, without limitation, maintenance, repair and replacement of the Garden Home Common Elements and the Garden Home Limited Common Elements; and insurance as set forth in the Master Deed.

**Section 2. Owner's Responsibility.** Except as provided in Article IV, Section 1 above or in the Master Deed, the Owner of each Residential Unit shall have the sole responsibility for maintenance of all exterior and interior portions of the Residential Unit; land, flora and landscaping within the boundaries of the Unit; those areas within enclosed patios or courtyards; all inside and outside walls, roofs, and structural components of the Residential Unit; all patios, decks, balconies, and driveways serving only one Residential Unit; and other improvements not maintained by the Association. Each Owner shall maintain said portions of its Residential Unit in a manner consistent with the Community-Wide Standard, the applicable covenants set forth in this Declaration, and such rules and regulations as may be established by the Board from time to time.

## **ARTICLE V**

### **Insurance and Casualty Losses**

**Section 1. Insurance.** The Board of Directors for the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the General Common Elements, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard. Notwithstanding the foregoing provisions, with respect to any streets or alleys included in the General Common Elements, the Board must only obtain liability insurance coverage and need not obtain property damage insurance coverage, unless such coverage is reasonably available.

The Board shall also obtain a public liability and hazard/multi-peril policy covering the General Common Elements, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) limit per occurrence, and Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.



The Board shall obtain insurance for the full insurable replacement cost of the Garden Home Common Elements, if any, against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Garden Home Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board as the Trustee for the Garden Home Owners in proportion to the Garden Home Owners' respective percentages of ownership in the Garden Home Common Elements, as set forth in this Declaration, and for the holders of mortgages on the Garden Home Units, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against the Garden Home Owners. The premiums for such insurance shall be a General Common Expense. However, at the option of the Board and/or Garden Home Owners, premiums for such insurance may be separately billed to Garden Home Owners in equal shares. In the event of damage to or destruction of any Garden Home Common Elements as a result of any casualty covered by insurance proceeds, the Board shall, in its sole and absolute discretion, determine and without intervention of any Garden Home Owner, arrange for the prompt repair and restoration of the damaged portions of the Garden Home Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Garden Home Owners with each Garden Home Owner to bear an equal proportion thereof. The insurance indemnity shall be delivered pro-rata to the Garden Home Owners entitled to it in accordance with the applicable provisions of the Bylaws or in accordance with a decision of all the Garden Home Owners if no Bylaw provisions are applicable.

The Board shall also maintain fire and casualty insurance on the Townhome Common Elements, and on any fixtures within the Townhomes. Each Owner of a Residential Unit shall maintain his or her own liability insurance and shall maintain fire and casualty insurance on the unaffixed equipment, personal property, and other contents of his or her Unit and on any additional improvements or upgrades to his or her Townhome that are above and beyond the base model of Townhome initially offered for sale by Declarant, in each case with the Association named as additional insured.

Premiums for all insurance required by this Article V to be maintained by the Association shall be General Common Expenses of the Association and shall be included in the General Assessment, as defined in Article IX, Section 1, except that the cost of fire and casualty insurance on the Townhome Common Elements and any fixtures within the Townhomes shall be included in the Townhome Assessment. The policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. Premiums for Association maintained insurance may, at the option of the Board, be allocated so that Garden Homes, Cottage Homes, and Townhomes are invoiced for the portion of insurance which covers the General Common Elements; and in addition, that portion of the Association maintained insurance premiums which may be specifically allocated as Garden Home Common Expenses, Cottage Home Common Expenses and Townhome Common Expenses due to the architectural construction which is unique to each of these types of homes.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the more nearly equivalent rating.

- (b) All insurance policies for the Townhomes shall be for the benefit of the Townhome Owners and their Mortgagees as their interests may appear.
- (c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.
- (d) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Spring Hill, Maury County, Tennessee area.
- (e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
  - (i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests;
  - (ii) A waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;
  - (iii) That no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;
  - (iv) That no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner, or mortgagee;
  - (v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
  - (vi) That no policy may be canceled or substantially modified without at least thirty (30) days prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a General Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least 30 days prior written notice to the Association. As set forth in Article XII, Section 3, the Board shall also obtain, as a General Common Expense, a reasonably available amount of Directors and Officers Errors and Omissions insurance.

**Section 2. Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed as follows:

- (a) Insurance on General Common Elements:
  - (i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as

may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the General Common Elements or, in the event no repair or construction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagees as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Residential Unit and may be enforced by such Mortgagee.

- (ii) If it is determined, as provided in Section 3 of this Article, that the damage or destruction to the General Common Elements for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2 (a)(i) hereof.
- (b) Insurance on Townhomes: If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds or such portion thereof as may be required for such purpose shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs or repairs or reconstruction to a Townhome or, in the event no repair construction is made after making such settlements as is necessary and appropriate with affected Owner or Owners and their Mortgagees as their interest may appear, shall be retained by the benefit of the Association and placed in the capital improvement account. This is a covenant for the benefit of any Mortgagee of a Townhome and may be enforced by such Mortgagee.

### **Section 3. Damage or Destruction**

- (a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which it existed prior to the fire or other casualty.
- (b) Any damage or destruction to the General Common Elements shall be repaired or reconstructed unless at a Special Meeting (as defined in the Bylaws) called in accordance with the Bylaws, at least 67% of the total eligible vote of the Association shall decide within 60 days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within the 60 day period referenced above, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed 60 days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the General Common Elements shall be repaired or reconstructed. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the General Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged portions of the General Common Elements shall be restored to its natural state and

maintained as an undeveloped portion of the General Common Elements by the Association in a neat and attractive condition and the remaining insurance proceeds shall be delivered pro rata to the Owners of each Residential Unit.

- (c) As to the Townhome fire and casualty insurance, but not as to the General Common Elements, the insurance proceeds shall be used to repair and restore the damaged Townhome unless:
  - (i) More than 67% of the Townhomes contained in a particular string of Townhomes must be reconstructed; and
  - (ii) At a Special Meeting (as defined in the Bylaws) called in accordance with the Bylaws, at least 67% of the total eligible vote of the Association (or of the affected Townhomes) shall decide within 60 days after the casualty not to repair or reconstruct.

In the event of fire or casualty, if insurance is insufficient to repair or reconstruct a Townhome or Townhomes, the Owner or Owners of said Unit or Units shall be responsible for paying any shortage to repair the construction. The shortage amount shall be allocated by the proportion that the repair cost of each individual Unit bears to the total repair cost.

**Section 4. Repair and Reconstruction.** If the damage or destruction to the General Common Elements for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

**Section 5. Annual Review of Policies.** At least annually, the Board shall review all insurance policies that are required by this Article V to be maintained by the Association in order to ascertain whether the coverage contained in the policies is sufficient. If the Board deems such coverage to be insufficient, the Board may expand the coverage to the extent it reasonably deems necessary.

## **ARTICLE VI**

### **No Partition**

There shall be no physical partition of the Common Elements or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

## **ARTICLE VII**

### **Condemnation**

Whenever all or any part of the General Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows: If the taking involves a portion of the General Common Elements on which improvements have been constructed, then, unless within 60 days after such taking at least 67% of the total eligible vote of the

Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the General Common Elements to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the General Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine. With respect to the condemnation of any Townhomes, the condemnation proceeds will be fairly shared by the Unit Owner or Owners and the Association as their interests may appear. Any condemnation proceeds allocated to the Association shall be used to repair, reconstruct or fulfill the Association's ongoing maintenance responsibilities toward the remaining Townhomes adversely affected by the condemnation.

## **ARTICLE VIII**

### **Rights and Obligations of the Association**

In addition to the powers delegated to the Association by its Charter, the Association shall have the obligation to perform each of the following duties related to the Properties and Common Elements:

**Section 1. Operation and Maintenance of General Common Elements.** To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Elements and the Townhome Common Elements, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Elements, the Townhome Common Elements, and/or the Residential Units; to keep all improvements, if any, of whatever purpose from time to time located on the Common Elements in good order, condition, and repair. Said maintenance shall include, but not be limited to, the maintenance obligations set forth in Article IV, Section 1. Any other provision of this Declaration or the Bylaws notwithstanding, the Association always shall maintain lien-free title to the General Common Elements, excepting only a lien for current taxes not yet due and payable, provided, however, that the Association may mortgage or convey the General Common Elements with an affirmative vote of at least 67% of the Members.

**Section 2. Water and Other Utilities.** To acquire, provide and/or pay for water, sewerage, garbage disposal, electrical, telephone, gas, and other necessary utility services for the Common Elements.

**Section 3. Taxes and Assessments.** To pay all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or secured by a bond in an amount at least equal to such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

**Section 4. Insurance.** To obtain from reputable insurance companies qualified to do business in the State of Tennessee, with a financial rating by the Best's Insurance Reports of BBB+ or better and maintain in force at all times such insurance as is required by this Declaration.

**Section 5. Personal Property and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of

the Association, shall accept any real or personal property, leasehold, or other property interests within Maury County conveyed to it by the Declarant as permitted herein.

**Section 6. Rules and Regulations.** The Association, through its Board of Directors or otherwise, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, suspension of the right to vote and suspension of the right to use the General Common Elements. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board or otherwise, may, by contract or other agreement, enforce county ordinances or permit Maury County to enforce ordinances on the Properties for the benefit of the Association and its members.

**Section 7. Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration, the Bylaws or the Master Deed, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE IX

### Assessments

**Section 1. Creation of Assessments.** There are hereby created annual Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors as follows (collectively, the "Annual Assessments"):

- (a) The Board may levy general assessments for expenses determined by the Board to benefit the Association and/or the Residential Units as a whole, including without limitation, General Common Expenses and any other expenses incurred by the Association in fulfilling its maintenance obligations set forth in Article IV, Section 1(a) ("Common Area Assessments"). General Assessments shall be allocated equally among all Residential Units.
- (b) The Board may levy specific assessments for expenses determined by the Board to benefit the Cottage Homes, Townhomes and Garden Homes as a group, but not the Residential Units as a whole, including without limitation, the expenses incurred by the Association in fulfilling its maintenance obligations set forth in Article IV, Section 1(b) ("Specific Group Assessments"). Specific Assessments shall be allocated equally by group among the Cottage Homes, Townhomes and Garden Homes, except that the cost of yard maintenance may, in the Board's absolute discretion, be prorated among Cottage Homes according to the average lot area for each such home type.
- (c) The Board may levy general assessments for capital reserves determined by the Board to benefit the Association and/or the Residential Units as a whole as set forth in the Capital Budget provided for in Section 3 below ("Common Area Capital Assessments"). Common Capital Assessments shall be allocated equally among all Residential Units.
- (d) The Board may levy specific assessments for capital reserves determined by the Board to benefit the Cottage Homes, Townhomes and Garden Homes as a group, but not the Residential Units as a whole as set forth in the Capital Budget provided for in Section 3 below ("Specific Group Capital Assessments"). Specific Capital Assessments shall be allocated equally by group among the Cottage Homes, Townhomes and Garden Homes.

**Section 2. Assessment Obligation.** Each Owner, by acceptance of his or her Deed, is deemed to covenant and agree to pay all Assessments levied by the Association pursuant to this Declaration, whether or not such obligation is so expressed in such Deed. A budget for the first year of the Association, including contemplated General Assessments and Special Assessments (as defined below) and a breakdown thereof, is attached hereto as Exhibit E (the "Base Budget"). Each Residential Unit shall be subject to the Assessments set forth in the Base Budget when a certificate of occupancy is obtained on the first Unit lot. The Base Budget year for the Association shall commence April 1, 2002, with Assessments being prorated as of the date of closing of a Unit.

All Assessments, together with interest at the highest rate allowable under the laws of Tennessee from time to time relating to usury for residential real estate loans (or if no such rate is established, 16% per annum) ("Interest"), costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each Assessment is made. Each Assessment, together with Interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Residential Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The manner of payment fixed by the Board may include, without limitation, acceleration of the Assessment levied on a particular Unit on account of delinquent payment of such Assessment or monthly installment thereof. Unless the Board otherwise provides, Annual Assessments shall be paid in monthly installments.

Assessments cannot be increased more than 10% per annum without a two-thirds (2/3) majority vote of the Members of the Association.

**Section 3. Computation of Annual Assessment.** It shall be the duty of the Board, at least 60 days before the beginning of the fiscal year and 30 days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year (the "Operating Budget"). The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with a Capital Budget separately prepared, as more particularly described in Article IX, Section 6 below. The Board shall set Assessments based on the Operating Budget and the Capital Budget, provided that the Board may not increase Assessments more than 10% per annum except as set forth in Article IX, Section 2. The Board shall cause a copy of the Operating Budget, and the amount of each Assessment to be levied against each Residential Unit for the following year, to be delivered to each Owner at least 10 days prior to the meeting. The Operating Budget, together with the Capital Budget and the Annual Assessments (collectively, the "Budget"), shall become effective unless disapproved at the meeting by a majority vote of the total Association membership.

Notwithstanding the foregoing, however, in the event the Members disapprove 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 then current year shall continue for the succeeding year.

**Section 4. Special Assessments.** In addition to the Annual Assessments authorized above, the Board may levy, during any calendar year, but in no event prior to the first annual meeting of the Members, special assessments, applicable only to that year, to be used solely to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto ("Special Assessments"). The Board may levy a Special Assessment

against all Residential Units for such expenses determined by the Board to benefit the Association and/or the Residential Units as a whole, and may levy a Special Assessment against particular portions of the Properties for such expenses as may be determined by the Board to benefit less than the Association as a whole. The Board may also levy a Special Assessment against particular Residential Units to reimburse the Association for costs incurred in maintaining such Units upon failure of the Owner to do so, as set forth in this Declaration. Except for Special Assessments imposed upon particular Residential Units to reimburse the Association for costs incurred in maintaining such Units upon failure of the Owner to do so and except for Special Assessments imposed under Article V, Section 4 and Article XII, Section 6(f) hereof, a Special Assessment must be approved by vote or written consent of:

- (a) 67% of the Members in the Association present and voting, either in person or by proxy, and entitled to vote at a meeting of the Members of the Association called for such purpose at which a quorum is present; or
- (b) 67% of the Unit Owners directly affected or benefited by the Special Assessment, in the opinion of the Board, if less than all of the Owners are benefited.

**Section 5. Lien for Assessments.** To secure the payment of any Assessment and/or fine imposed by the Association pursuant to Article VIII, Section 6, or Article XI, Section 1(s) of this Declaration (each such fine, a "Fine"), a lien is expressly retained in favor of the Association on each and every Residential Unit in the Association. Such lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, first mortgage liens, and other levies which by law would be superior thereto.

For the purposes of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of Assessments and/or Fines, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto the attorney for the Association as Trustee, his successors and assigns, their respective Residential Units with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If each Trustor shall pay his Assessments and/or Fines when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Residential Unit. If the Assessments or Fines with respect to any Residential Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 20 days' notice by three publications in any newspaper, daily or weekly, published in Maury County, Tennessee to sell said Residential Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from all statutory, equitable and other rights of redemptions, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any Assessment or any installment payment thereof or any Fine, enter and take possession of said Residential Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Residential Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said Residential Unit. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

- (a) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable



attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

- (b) Second, to the payment of all taxes which may be unpaid with respect to such Residential Unit;
- (c) Third, to the payment of all unpaid Assessments and Fines with respect to such Residential Unit; and
- (d) Fourth, the residue, if any, will be paid to the Owner of Residential Unit, his order, representatives or assigns or to any other person legally entitled thereto.

In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's office for Maury County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any funds required for purchase of a Unit at foreclosure shall be assessed as a Special Assessment, subject to all of the requirements in Article IX, Section 4 hereof. With respect to any Residential Unit owned by the Association following foreclosure; (1) no right to vote shall be exercised on behalf of the foreclosed Residential Unit; (2) no Assessment shall be assessed or levied on the foreclosed Residential Unit; and (3) each other Residential Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a Member who is in default of payment of any Assessment or any installment payment thereof after notice and hearing.

Nothing in this Section shall preclude the Association from recording and enforcing its lien without exercising its rights arising from the foregoing trust conveyance.

**Section 6. Capital Budget and Contribution.** As noted in Article IX, Section 3, above, the Board of Directors shall annually prepare a Capital Budget that 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 Assessments over the period of the Budget.

The capital contribution required shall be fixed by the Board and included within the Operating Budget and Assessment, as provided in Section 3 of this Article. The Capital Budget shall also provide for the establishment of separate reserve accounts to hold the proceeds of the Assessments imposed on Townhomes, Garden Homes and Cottage Homes, respectively, for capital expenditures such as those set forth in Article IV, Sections 1(c) and 1(d). A copy of the Capital Budget shall be distributed to each member in the same manner as the Operating Budget. The provisions hereinabove relative to Capital Budget and Contributions was amended for the first (1st) full year of control by the members (2011) whereby the Capital Budget shall be completed and presented to membership on or before June 1, 2011.

**Section 7. Certificate of Payment.** The Board shall, upon request and for a reasonable charge not to exceed \$25.00, furnish to any Person a certificate, signed by an officer of the Association, setting forth whether or not all Assessments, whether General or Special, on a specified Residential Unit have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

**Section 8. Start-up Assessment.** The Owners of all property types within King's Creek Homeowners Association shall pay to the Association at closing a start-up assessment fee equal to two (2) months' Assessments to provide the Association with initial working capital ("Start-up Assessment"). This one-time Start-up Assessment shall be in addition to the regular Assessments defined in Article I, Section 1 of the Declaration and shall be used solely for the benefit of the Association.

## **ARTICLE X**

### **Architectural Standards**

No Person shall construct any Residential Unit or other improvements upon a Unit, or after completion of such Residential Unit or other improvements, make any modifications, additions or alterations to such Residential Unit or any structure thereon or improvement thereto, without the prior written approval of the SARB (as defined below). In the event the SARB fails to approve or to disapprove such plans to request additional information reasonably required within 30 calendar days after submission, the plans shall be deemed approved. In no event shall the SARB approve, by affirmative action or by failure to act within the 30-calendar day period set forth above, any plans violating the use restrictions set forth in Article XI below.

The Board shall designate a site and architectural review board (the "SARB") consisting of three (3) representatives of Residential Unit Owners to exercise the Board's authority under this Article. The SARB shall promulgate detailed standards and procedures in implementing the requirements of this Article. The Board and any committee it may designate may not discriminate between Owners, and upon a written request for a hearing submitted to the Board, an aggrieved Owner shall have the right to a hearing before the Board in accordance with the applicable procedures promulgated in accordance with Article XI, Section 3. The Board shall have the standing and authority to enforce in courts of competent jurisdiction its decisions in connection with this Article.

## **ARTICLE XI**

### **Use Restrictions**

**Section 1. Use Restrictions.** In addition to all other covenants contained herein, the use of the Properties is subject to the following:

- (a) **Residential Use.** Except as otherwise provided in this Declaration, each Residential Unit shall be used as a residence and for no other purposes, and there shall not be constructed or maintained upon any Residential Unit more than one single-family residence. Except as otherwise provided in this Declaration, the General Common Elements shall be used for recreational, social, and other purposes directly related to the single-family use of the Residential Units authorized hereunder.
- (b) **Maintenance of Exterior and Interior.** Except as provided in Article IV, Section 1 and in the Master Deed, each Owner shall be responsible for the maintenance of, and shall maintain, the exterior and interior of its Residential Unit, including interior walls, exterior and interior windows, glass, ceilings, floors, doors, windows, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition.

- (c) Maintenance of Residential Units; Easement to Make Repairs. Except as provided in Article IV, Section 1 and in the Master Deed, each Owner shall keep its Residential Unit free from rubbish, litter, and noxious weeds. Each Townhome Owner shall maintain, cultivate, and keep in good condition and repair shrubs, trees, grass, lawns, plantings, and other landscaping located, or from time to time placed, within the bounds of its Private Element and replace dead plants, shrubs, trees, grass, or landscaping of the same or similar type. Each Residential Unit shall be subject to an easement for access in favor of any adjoining Residential Unit to make necessary repairs upon such adjoining Residential Unit and structure therein; provided, however, that:
- (i) Any damage caused by such entry shall be repaired at the expense of the Owner whose Residential Unit was the cause of the repair work that lead to such entry;
  - (ii) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the entered Residential Unit;
  - (iii) In no event shall said easement be deemed to permit unauthorized entry into the interior portion of any residence.
- (d) Association to Landscape Common Elements. Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass, plantings, and other landscaping upon the Common Elements located on the Properties, and, subject to the conditions stated below, on all or any portion of a Residential Unit maintained by the Association under Article IV, Section 1. No Owner shall remove, alter, or injure in any way any shrubs, trees, grass, plants, or other landscaping placed upon or about his Residential Unit by the Association, without first obtaining the written consent of the Board of the Association.
- (e) Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view on any Residential Unit or portion of the Common Elements, except for:
- (i) Directional or informational signs, established by the Association;
  - (ii) Signs used to advertise the Properties, provided such signs are located on the Common Elements or on Residential Units; and
  - (iii) Signs not in excess of six square feet per side erected by an Owner upon that Owner's Residential Unit to advertise the sale of that Unit.
- (f) Quiet Enjoyment. No noxious offensive, or illegal activity shall be carried on, in or upon any Residential Unit or any part of the Properties, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with each Owner's quiet enjoyment of its respective Residential Unit, or that shall increase the rate of insurance in any way.
- (g) Temporary Structures. No structure of a temporary character, or other out-building shall be used on any Residential Unit or the Common Elements at any time as a residence or otherwise, either temporarily or permanently.

- (h) **Animals.** No animals, reptiles, rodents, livestock, birds, fish, or poultry of any kind shall be raised, bred, or kept in or on any Residential Units, except that a maximum of two dogs, cats or such other household pets approved by the Association (or a combination thereof not to exceed a total of two pets) may be kept in a Residential Unit, provided such pets are not kept, bred, or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept in or about any Residential Unit if such keeping results in an annoyance or is obnoxious to residents in the vicinity. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or property caused by any pets brought or kept in or upon any Residential Unit or on the Common Elements by an Owner or by members of its family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph (h), a particular animal, bird, fowl, poultry, or livestock is a nuisance and therefore to be removed from the Properties. Owners, tenants and/or occupants who fail to comply with Tennessee's leash law, shall likewise be in violation of the covenants, conditions and restrictions of the Declaration and shall be subject to all fines and other remedies available at law and in equity to the Association for the enforcement thereof.
- (i) **Garage and Driveways.** Every dwelling constructed on a Cottage Home Lot shall contain a garage, and every dwelling constructed on a Townhome Lot shall contain a garage or carport, of sufficient size to hold at least two standard size automobiles. Every garage door shall be equipped with a remote-controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited. All driveways shall be paved with a hard-surfaced material.
- (j) **Vehicles.** Resident/Homeowner vehicles shall not be parked on the street and/or Common Elements but shall be parked only in the resident/homeowner garage and/or driveway (Cottages), carport (Townhomes) and/or provided parking space (Garden Homes). For additional explanation pertaining to street parking and the violation fines associated with noncompliance, refer to the Rules and Regulations.
- (k) **Exterior Structures.** No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the Properties, except such as are installed in accordance with the initial construction of the improvements or approved by the Association as provided in Article X. No building, including out-buildings, patios, fences, and porches, shall be removed from, erected on, placed or altered on any Residential Unit, or any portion of the Common Elements, until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Association with respect to quality of workmanship and materials, harmony of external design with existing structure or structures, and location as provided in Articles X and XI. Any alteration in the exterior color of any structural improvement shall likewise be subject to the prior approval of the Association.
- (l) **Garden Home Limited Common Elements: Front Stoops and Yards of Townhomes.** No furniture, wall hanging, wreath, ornament, decoration, ornamental screen, awning screen door, light, knocker, mailbox, or other item shall be altered, removed from, affixed to, or placed upon the Garden Home Limited Common Elements, or the front stoops or front yards of the Townhomes, except such as are installed in accordance with the initial

construction of the improvements or approved by the Association as provided in Article X.

- (m) Exterior Radio and Television Equipment. No towers, antennae, aerials, dishes, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on any portion of the Properties without the prior written consent of the Association. Notwithstanding the approval of the same by the Association, none of the same may be visible from the street. No towers, antennae, aerials, dishes or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on the Garden Homes or the structures containing the Garden Homes.
- (n) Garbage Collection. All rubbish, trash, and garbage shall be removed from the Properties regularly and shall not be allowed to accumulate thereon. All refuse containers, clothes lines, woodpiles, storage areas, machinery, or equipment shall be kept in such a manner as not to be visible from neighboring property or contiguous streets. No incinerators shall be kept or maintained on any Residential Unit.
- (o) Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against his respective Residential Unit and the utility charges for said Residential Unit.
- (p) Infections Plant Diseases or Insects. No Owner shall permit anything or condition to exist upon any portion of such Owner's Residential Unit that shall induce, breed, or harbor infections, plant diseases, vermin or noxious insects.
- (q) Reasonable Inspection and Entry. The Board shall have the right of inspection and entry in order to perform the duties and obligations of the Board under this Declaration and under the Bylaws. In addition, the Association, and their designees, shall have the right to enter upon the Residential Units, including without limitation the Private Elements and the Garden Home Limited Common Elements, for the purpose of cutting grass, hedges, shrubbery and performing other maintenance obligations imposed upon the Association in this Declaration or otherwise agreed upon with the Owner thereof.
- (r) Trade or Business. No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Residential Unit or upon the Common Elements or any portion thereof without the prior approval of the Board. The Board may disapprove such a trade or business in the event that it determines that the trade or business would have a negative impact on the Properties, including, without limitation, creating problems related to traffic, parking or security. In determining whether to approve a trade or business conducted in a Residential Unit, the Board shall be provided with detailed information on (i) the type of trade or business and (ii) the activities related thereto that could potentially affect the Properties. In the event that the Board approves a certain trade or business (the "Approved Use"), then so long as the activities related to that Approved Use do not materially change from the activities described to and approved by the Board, then the Board (whether or not the composition of the Board changes) shall not have the right to disapprove the Approved Use after the date of the original approval.

- (s) Leasing of Residential Units. "Leasing" for purposes of this Declaration, is defined as a 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.

- (1) Lease Restriction and Exceptions. All purchasers of properties within King's Creek after the date of this Fourth Amendment (January 29, 2016), shall own and use their Unit as a primary residence for no less than the twelve (12) months immediately following closing and acceptance of a deed for such Unit. Except in the case of undue hardship, the leasing of any Unit shall be prohibited. The Board of Directors shall be empowered to allow reasonable leasing of Units to avoid undue hardship for reasons to include, but not limited to:

- (i) When an Owner must relocate his or her place of residence and cannot, within ninety (90) days from the date that the home was placed on the real estate market, sell the Unit for at least the current appraised market value, after having made reasonable efforts to do so;
- (ii) Where a Unit Owner dies, and the home is being administered by his or her estate and/or surviving heirs at law;
- (iii) Where the Unit Owner takes a leave of absence or is temporarily relocated a distance of fifty (50) miles or greater from the Unit and intends to return to reside in the Unit, in which case the Unit Owner shall reapply at the end of the natural lease term for renewal of the hardship exception created herein.

Those Owners who are required to demonstrate, and who have so demonstrated that the inability to lease their Unit would result in undue hardship and who have obtained the requisite written approval from the Board of Directors, may lease their Unit for such duration as the Board of Directors reasonably determines is necessary to prevent undue hardship. No hardship exemption shall be granted for more than one (1) year at a time and the Unit Owner shall reapply for the renewal of a hardship exemption at least within sixty (60) days of the natural expiration of the lease. If the Unit Owner makes such application for renewal of hardship exemption to the Board of Directors and does not receive a written approval of renewal of hardship exemption from the Board of Directors prior to the natural expiration of the lease, the hardship exemption shall be presumed to be approved. The Board of Directors shall not unreasonably withhold approval.

- (2) Lease Requirements. Such leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board of Directors, and the following requirements:
- (i) All leases shall be in writing and a copy of the fully executed lease shall be filed with the Management Company;
  - (ii) Lease terms shall be for no less than one (1) year;
  - (iii) There shall be no subleasing or assignment of leases except with the prior written approval of the Unit Owner;

- (iv) No transient tenants shall be accommodated in any Unit;
- (v) No Unit shall be leased except in its entirety;
- (vi) No Unit shall be advertised or used as an AirBNB or FRBO property;
- (vii) Tenants and occupants named in all leases shall be subject to the Declaration of Covenants, Conditions and Restrictions, Bylaws and Rules and Regulations for King's Creek Homeowners Association, Inc., as the same may be amended from time to time.

(3) Excluded Parties.

- (i) Mortgage/Deed of Trust. Notwithstanding any provision herein to the contrary, the provisions of the immediately preceding paragraphs shall not apply to any leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a Unit who becomes the Owner of the Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.
- (ii) Existing Leases. This Fourth Amendment shall not apply to Persons who are Owners as of the date of this Fourth Amendment. Additionally, Owners who as of the date of this Fourth Amendment, currently lease his or her Unit, may continue to lease said Unit and are effectively "grandfathered". This exclusion shall only be applicable to Unit Owners and tenants who, as of the date of this Amendment, currently are, and remain in compliance with the existing Declaration of Covenants, Conditions and Restrictions, Bylaws, amendments thereto and Rules and Regulations for King's Creek Homeowners Association, Inc. Once a Unit Owner who has enjoyed this grandfathered status transfers ownership to any third party, his or her Unit shall then be subject to the provisions recited within this Fourth Amendment.
- (iii) Tenants and Occupants Liable. Tenants, occupants and invitees of any Unit Owner shall be subject to and shall comply with, the Declaration of Covenants, Conditions and Restrictions, Bylaws for King's Creek Homeowners Association, Inc., and all amendments thereto, and all duly adopted Rules and Regulations by the Board of Directors for King's Creek Homeowners Association, Inc.
- (t) Sales of Residential Units. At least fifteen (15) days prior to a sale or conveyance of a Residential Unit, the Owner of the Residential Unit must give the Association written notice of the sale and the identity of the new Owner.
- (u) Occupancy of Garden Home Units. No Garden Home shall be occupied by more than two persons for each bedroom included in the Garden Home.
- (v) Use of Grills and Other Outdoor Cooking Apparatus. Use of a grill or any other outdoor cooking apparatus is prohibited, except for those areas

specifically designated by the Board as grilling areas. Use of a grill or other outdoor cooking apparatus is also permitted in the rear yard of the Townhomes and in the courtyard of the Cottage Homes and Townhomes only if such use is not visible from the General Common Elements.

- (w) Compliance with Law. The Association and each Owner shall comply promptly with all laws, statutes, ordinances, rules, and regulations of federal, state, or municipal governments or authorities applicable to use, occupancy, construction, and maintenance of any improvements upon the Residential Units.
- (x) Damage from Plants. No Owner shall permit any plant, tree, shrubbery or other similar item to exist upon any portion of such Owner's Residential Unit that shall damage or create a nuisance on another Residential Unit. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular plant, tree, shrubbery, or other similar item is a nuisance and therefore to be removed from the Properties.
- (y) Drapes. Any drapes or window treatments in any Residential Unit which can be seen from the exterior of a Residential Unit shall be lined or backed with material which is white, off-white or neutral so that no other color other than these hereinabove set out can be seen on the window treatment from the exterior.

**Section 2. Additional Restrictions.** The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the Properties located within its jurisdiction, including the Units and the Common Elements, provided such rules and regulations are not inconsistent with this Declaration.

**Section 3. Inspection and Enforcement.** The Board may establish procedures and policies for inspection of Units and enforcement of existing requirements.

## **ARTICLE XII**

### **General Provisions**

**Section 1. Term.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any of the Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded. After the initial 30-year term has expired, the term of this Declaration shall be automatically extended for successive periods of 10 years unless:

- (a) An instrument in writing, signed by 67% of the then Owners, has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same; and
- (b) Eligible Mortgage Holders who represent at least 67% of the votes of Garden Homes that are subject to mortgages held by Eligible Mortgage Holders have agreed to such change or termination, provided, however, that any Eligible Mortgage Holder who fails to respond within 30 days after receiving notice of the proposed change or termination via certified or registered mail, return receipt requested, shall be deemed to have agreed to the proposed change or termination.



## **Section 2. Amendment**

- (a) This Declaration may be amended by a 67% affirmative vote of the Members, provided, however, that any amendment to provisions governing the following items must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Garden Homes that are subject to mortgages held by Eligible Mortgage Holders:
- (1) Voting rights with respect to the Co-owners of the Garden Homes;
  - (2) With respect to the Garden Homes, increases in Assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
  - (3) Reductions in reserves for maintenance, repair, and replacement of Garden Home Common Elements;
  - (4) Responsibility for maintenance and repairs of the Garden Homes, Garden Home Common Elements, or Garden Home Limited Common Elements;
  - (5) Reallocation of interests in the Garden Home Common Elements, Garden Home Limited Common Elements, or rights to the use of any of the forgoing;
  - (6) Redefinition of any Garden Home boundaries;
  - (7) Convertibility of one or more Garden Homes into common elements or vice versa;
  - (8) Expansion or contraction of the Condominium Project (as defined in the Master Deed), or the addition, annexation, or withdrawal of property to or from the Condominium Project;
  - (9) Hazard or fidelity insurance requirements affecting the Garden Homes, Garden Home Common Elements, or Garden Home Limited Common Elements;
  - (10) Imposition of any restrictions on a Co-owner's right to sell or transfer his or her Garden Home;
  - (11) A decision by the Association to permit all or any portion of the Condominium Project that consists of 50 or more units to establish self-management if professional management had been required previously by the Declaration, Master Deed, Bylaws, or Condominium Bylaws (as defined in the Maser Deed), or by an Eligible Mortgage Holder;
  - (12) Restoration or repair of the Condominium Project (after damage or partial condemnation) in a manner other than that specified in the documents; or
  - (13) Any provisions that expressly benefit Mortgage holders, insurers, or guarantors with respect to any Garden Home.

- (b) Any amendment shall not become effective until recorded in the Register's Office of Maury County, Tennessee.

**Section 3. Indemnification.** The Association shall indemnify its officers and directors against any and all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other controversy or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party, or may become involved, by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a General Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**Section 4. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the General Common Elements and facilities to the members of his or her family, tenants, and social invitees, subject to such rules and regulations as the Board of Directors may adopt.

**Section 5. Easements of Encroachment.**

- (a) There shall be reciprocal appurtenant easements of encroachment as between each Residential Unit or string of Residential Units and such portion or portions of the Common Elements adjacent thereto, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Elements along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant, or the Association. There also shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Elements adjacent thereto or as between adjacent Residential Units, due to the placement or settling or shifting of roof overhangs, downspouts, gutters, eaves, foundations or fireplaces/chimneys constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Elements or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point.
- (b) Each Cottage Home Owner (for purposes of this paragraph, "Grantor") grants to the Unit Owner adjacent to its zero wall (the "Adjacent Owner") a

recreational and use easement over the area located next to the Grantor's zero wall, spanning a width from the Grantor's zero wall to the Grantor's property line, and spanning a length from the Adjacent Owner's front gate to the base of the Adjacent Owner's garage. The "zero wall" is the exterior side of each Cottage Home without windows (except for any light transoms). As shown on the Preliminary Site Plan, the width of such recreational and use easement may vary from three (3) to ten (10) feet, depending on the location of a given Cottage Home relative to the property line it shares with the adjacent Unit. The Adjacent Owner may landscape the area contained in the recreational and use easement, install in it a deck or patio and add other ornamental or landscaping features. However, the Adjacent Owner shall have no right to affix anything to the zero wall. The Grantor shall have full access to said easement for the purpose of maintaining Grantor's Unit.

- (c) Installation of irrigation systems shall be the responsibility of the Developer, builders and/or the Owners thereof. Each of the Cottage Home and Townhome and Garden Home Owners grant the Association a permanent easement over that portion of its Unit between the street and the Cottage Home, Townhome or Garden Home for the purpose of maintaining, operating, and replacing the irrigation system and components which benefit the Cottage Homes, Townhomes, and Garden Homes and the General Common Elements which specifically serve and which may specifically be allocated to them. Each of the Cottage Home, Townhome and Garden Home Owners further grant to the Association a permanent easement over the Private Elements and Garden Home Limited Common Elements, and each of the Owners grant the Association a permanent easement over those portions of its Residential Unit described in Article IV, Section 1 for the purpose of enabling the Association to fulfill its maintenance obligations set forth therein.
- (d) In the event that any streets or roadways granting ingress or egress to a Residential Unit are included in the Common Area, all Owners of such Residential Units shall have a permanent easement for ingress and egress over such streets or roadways. Any conveyance or encumbrance of such streets or roadways shall be subject to such easement.

#### **Section 6. Easements for Utilities Etc.**

- (a) There are hereby reserved to the Association blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining security and similar systems, irrigation systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, and electricity. The Board shall, upon written request, grant such easements as may be reasonably necessary for the development, maintenance or alteration of any portion of the Properties.
- (b) The Association reserves unto itself or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, Bylaws, and Association Rules and in the Master Deed.

- (c) Notwithstanding anything herein to the contrary, this Declaration and the conveyance of each Residential Unit shall be subject to all easements, licenses or permits heretofore or hereafter granted by the Board for the installation and maintenance of utilities and drainage facilities necessary for the development of the Properties.
- (d) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Properties, which connections or any portion thereof lie in or upon the Common Elements or Residential Units owned by Owners other than the Owners of the Residential Units served by said connections, the Owner of each Residential Unit served by said connections shall have the right, and hereby is granted an easement to the full extent necessary therefor, to enter upon or have the utility companies enter upon the Residential Unit or Common Elements upon which said connections, or any portion thereof, lie for the purpose of repairing, replacing, and generally maintaining said connections as and when the same may be necessary.
- (e) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Properties, which connections serve more than one Residential Unit, the Owner of each Residential Unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as serve his Residential Unit.
- (f) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon the written request to the Association of any one of such Owners, the matter shall be submitted to the Board, which shall decide the dispute and make a Special Assessment against any or all of the Owners involved, which Special Assessment shall be collected and enforced in the manner provided by Article IX of the Declaration.
- (g) Each of the easements provided for in this Declaration shall be deemed established upon the recordation of this Declaration and thenceforth shall be deemed covenants running with the land for the use and benefit of the Residential Units and the Common Elements, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Properties. In furtherance of the easements provided for in this Declaration, the individual deeds to Residential Units may, but shall not be required to, set forth said easements.

#### **Section 7. Deleted**

**Section 8. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. Each covenant and restriction shall be enforced to the fullest extent permitted by law.

**Section 9. Right of Entry.** The Association shall have the right to enter into any Residential Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen,

firemen, ambulance, personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right of the Association to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. The Board may levy a Special Assessment against such Owner equal to the cost and expense incurred by the Association in curing such condition.

**Section 10. Enforcement.** In the event of any violation of the provisions of Tennessee law, the Declaration, Bylaws or Rules and Regulations of the Association by any Owner and/or his Tenant or Occupant (either by his own conduct or by the conduct of any Occupant of his Unit or of his invitees, licensees and/or agents), the Association, its successors or assigns, shall have each and all of the rights and remedies which may be provided for by the Declaration and all amendments thereto, the Bylaws and amendments thereto and said Rules and Regulations, or which may be available at law and in equity, and the Association may prosecute an action or other proceeding against such defaulting Owner and/or Tenants or Occupants by enforcement of any lien or the appointment of a receiver for the Unit and ownership interest in such Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same, or for any combination of remedies, or for other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees, expenses, damages (liquidated or otherwise), together with interest thereon at the rate of fifteen percent (15%) per annum or such other uniform rate as the Board shall determine, until paid in full, shall be charged to, assessed and shall be the personal obligation of such defaulting Owner and/or his Tenants or Occupants, and shall be added to and deemed a part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of Common Expenses, upon the Unit and its appurtenant interest in Common Elements of such defaulting Owner; provided however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit.

In the event of any such default by any Owner, Tenant or Occupant, the Board and the Community Manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default and do whatever may be necessary for such purpose and all expenses related thereto shall be a charge on the Unit of such Owner and shall be a continuing lien until paid in full. Such expenses shall also be the personal obligation of such Owner, Tenant or Occupant. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

The violation of any restriction or condition or rule and regulation adopted by the Board, or the breach of any covenant or provision of the Declaration, Bylaws and amendments thereto, shall give the Board the right, in addition to any other rights provided by the Declaration to:

- (a) Enter (either peaceably or forcibly without liability to such Owner, Tenant or Occupant for such entry) upon the Unit, or any portion of the property, at the expense of the defaulting Owner, Tenant or Occupant, and to summarily abate and remove any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of the Declaration, and the Board, its employees, agents and contractors shall not thereby be deemed guilty in any manner of trespass; or


- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or
- (c) Take possession (either peaceably or forcibly without liability to such Owner, Tenant or Occupant for such entry) of such Owner's interest in the property and to maintain an action for possessions of such Unit in the manner provided by law.

If any Owner, Tenant or Occupant (either by his own conduct or by the conduct of any other person at the Unit) shall violate any provision of the Declaration, Bylaws, Rules and Regulations or any amendment thereto, and if such default or violation shall continue for ten (10) days after notice to the Owner, Tenant or Occupant in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to seek all remedies at law and in equity to terminate the rights of such Owner, Tenant or Occupant to continue as an Owner, Tenant or Occupant, and to see a court order that all right, title and interest of such defaulting Owner, Tenant or Occupant be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said Owner from reacquiring his interest at judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, attorney's fees and all other expenses of the proceeding and sale and all such items shall be taxed against said defaulting Owner in said court order. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments, shall be paid to said defaulting Owner. Upon the confirmation of the sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit and may apply to the court for a writ for the purpose of acquiring such possession. It shall be a condition of any such sale, and the court order shall so provide, that the purchaser shall take ownership of the Unit subject to the Declaration, Bylaws, Rules and Regulations and all amendments thereto.

In the case of any violation of the Declaration, Bylaws, Rules and Regulations and any amendment thereto, by any Tenant or Occupant, the Association, by and through its Board, shall have the right to file an unlawful detainer action against such violating Tenant or Occupant to terminate their lease, and shall have the power to file a writ to remove the Tenant or Occupant, after the award of any judgment for same and expiration of statutory time for appeal.

IN WITNESS WHEREOF, the undersigned has executed this Declaration effective as of the date first set forth above.

King's Creek Homeowners Association, Inc.


By:   
Name: Russell Rieves  
Title: President

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

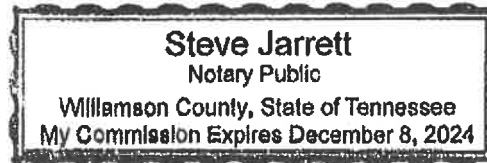
Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Russell Rieves, with whom I am personally acquainted (or proved to me on

the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of King's Creek Homeowners Association, Inc., the within named bargainor, a corporation, and he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS MY HAND and official seal at my office on this the 31<sup>st</sup> day of March, 2021.

  
Notary Public

My Commission expires: 12-08-2024



## **EXHIBIT A**

### **Section I of Deer Creek Legal Description**

Being a part of a parcel of land shown as Parcel 15, on Tax Map 43, located in the Third Civil District, Maury County, Tennessee, constituting Section One of the Deer Creek Subdivision, and being more particularly described follows:

From a Point of Beginning being a concrete monument located in the north right-of-way of Kedron Road and being located from the intersection of the north right-of-way of Kedron Road at east right-of-way of Mahlon Moore Road, thence with the north right-of-way of Kedron Road, South 63 degrees 12 minutes 55 seconds East, a distance of 505 feet to the point of beginning and being the southeast corner of the Joe Melz 2.54 acre commercial Tract of land;

Thence leaving the north right-of-way of Kedron Rd North 26 degrees 47 minutes 05 seconds East, a distance of 55.11 feet to an iron pin in a curve common with the commercial property owned by Joe Melz, Deer Creek lot 128 and alley connecting Glasgow Road and River Links Road;

Thence with the commercial property and the alley on a curve to the right, having a Radius of 45.00 feet, a delta of 30 Degrees 51 minutes 55 seconds, an arc distance of 24.24 feet, a chord of North 15 degrees 30 minutes 42 seconds West 23.95 feet to a concrete monument;

Thence continue with commercial property and the alley North 00 degrees 04 minutes 45 seconds West, a distance of 156.78 feet to a concrete monument;

Thence continue with commercial property and the alley on a curve to the left, having a Radius of 10.00 feet, a delta of 90 Degrees 00 minutes 00 seconds, an arc distance of 15.71 feet, a chord of North 45 degrees 04 minutes 45 seconds West 14.14 feet to a concrete monument;

Thence continue with commercial property and the alley South 89 degrees 55 minutes 15 seconds West, a distance of 13.25 feet to a concrete monument;

Thence continue with commercial property and the alley on a curve to the right, having a Radius of 285.00 feet, a delta of 46 Degrees 45 minutes 57 seconds, a distance of 232.62 feet, a chord of North 66 degree 41 minutes 47 seconds West 226.22 feet to a concrete monument;

Thence continue with commercial property and lots 103 to 123 of Deer Creek North 43 degrees 18 minutes 48 seconds West, a distance of 248.46 feet to a concrete monument;..

Thence continue with commercial property and lots 103 to 123 of Deer Creek North 85 degrees 47 minutes 23 seconds West, a distance of 35.00 feet to a concrete monument located in the east right-of-way of Mahlon Moore Rd;

Thence with the east right-of-way of Mahlon Moore Rd North 04 degrees 12 minutes 37 seconds East, a distance of 169.48 feet to a concrete monument;

Thence leaving the east right-of-way of Mahlon Moore Rd with a line common with the Golf Course South and the right-of-way of River Links Drive South 89 degrees 06 minutes 47 seconds East, a distance of 80.14 feet to a concrete monument;

Thence continuing with the golf course property and the right-of-way of River Links Drive on a curve to the left, having a Radius of 75.00 feet, a delta of 43 Degrees 21 minutes 26 seconds, an arc distance of 56.75 feet, a chord of North 69 degrees 12 minutes 33 seconds East 55.41 feet to a concrete monument;

Thence continuing with a line common with the Golf Course and the right-of-way of River Links Drive South 43 degrees 18 minutes 48 seconds East, a distance of 310.25 feet to a concrete monument;



Thence continuing with the golf course property and the right-of-way of River Links Drive on a curve to the left, having a Radius of 75.00 feet, a delta of 46 Degees 45 Minutes 54 Seconds, an arc distance of 61.22 feet, a chord of South 66 degrees 41 minutes 47 seconds East 59.53 feet to a concrete monument;

Thence continuing with a line common with the Golf Course and the right-of-way of River Links Drive North 89 degrees 55 minutes 15 seconds East, a distance of 865.51 feet to a concrete monument;

Thence continuing with the golf course property and the right-of-way of River Links Drive on a curve to the left, having a Radius of 220.00 feet, a delta of 33 Degees 40 Minutes 31 Seconds, an arc distance of 129.30 feet a chord of North 34 degrees 02 minutes 45 seconds 127.45 feet to a concrete monument in the west right-of-way of Deer Creek Blvd;

Thence crossing the right-of-way of Deer Creek Blvd South 72 degrees 28 minutes 28 seconds West, a distance of 59.13 feet to a concrete monument in east right-of-way of Deer Creek Blvd;

Thence continuing with the golf course property and the right-of-way of Deer Creek Blvd on a curve to the left, having a Radius of 270.00 feet, a delta of 45 Degrees 33 Minutes 37 Seconds, an arc distance of 106.64 feet, a chord of South 18 degrees 18 minutes 32 seconds West 105.95 feet to a concrete monument;

Thence continuing with a line common with the Golf Course the right-of-way of Deer Creek Blvd South 04 degrees 28 minutes 17 seconds East, a distance of 538.28 feet to a concrete monument;

Thence leaving the right-of-way of Deer Creek Blvd and continuing with the golf course property and on a curve to the left, having a Radius of 75.00 feet, a delta of 98 Degrees 54 Minutes 18 Seconds, an arc distance of 129.47 feet, a chord & South 53 degrees 55 minutes 31 seconds East 113.98 feet to a concrete monument;

Thence continuing a line common with the Golf Course North 76 degrees 37 minutes 14 seconds East, a distance of 146.13 feet to a concrete monument;

Thence continuing with a line common with the Golf Course South 19 degrees 27 minutes 53 seconds East, a distance of 295.19 feet to a concrete monument;

Thence continuing with a line common with the Golf Course South 26 degrees 47 minutes 05 seconds West, a distance of 240.88 feet to a concrete monument located in the north right-of-way of Kedron Road;

Thence with the north right-of-way of Kedron Road North 63 degrees 12 minutes 55 seconds West, a distance of 1390.61 feet to the point of beginning.

Said Tract containing 937,235.8 square feet or 21.52 Acres, more or less.

## **EXHIBIT B**

### **Designation of Lots Section I of Deer Creek**

<b><u>Types of Homes</u></b>	<b><u>Lot Numbers</u></b>
Custom Home Lots	N/A
Cottage Home Lots	
Series I Cottage Homes	25-27, 29, 32-34, 39-40, 49-54, 81-82, 84-88, 91-93, 95-97, 99-100
Series II Cottage Homes	28, 30-31, 35-38, 41-48, 55, 80, 83, 87-90, 94, 98, 101-102
Townhome Lots	56-79
Garden Home Units	1-24, 103-126
Golf Home Units	N/A
General Common Elements	127, 128, 129
Golf Home Property	N/A

**EXHIBIT B**

(continued)

**Garden Home Property  
Parcel Containing Garden Home Units 1-24**

**Legal Description**

Being a part of a parcel of land shown as Parcel 15, on Tax Map 43, located in the Third Civil District, Maury County Tennessee, constituting Section One, Phase Two of the Deer Creek Subdivision, including units 1 to 24 and other real property, being more particularly described as follows;

From a Point of Beginning being an iron pin located in the North Right-of-Way of Kedron Road and the East Right-of-Way of Deer Creek Boulevard at the intersection of Kedron Road and Deer Creek Boulevard;

Thence from the Point of Beginning with the East Right-of-Way of Deer Creek Boulevard North 4 Degrees 28 Minutes 17 Seconds West a distance of 431.84 feet to a concrete monument;

Leaving with the Right-of-Way of Deer Creek Boulevard and continuing with a line common with Golf Course, with a curve to the left, having a Radius of 75.00 feet, a Delta of 98 Degrees 54 Minutes 18 Seconds, arc distance of 129.47 feet, a chord of South 53 degrees 55 minutes 31 seconds East, a distance of 113.98 feet to a concrete monument;

Thence North 76 Degrees 37 Minutes 14 Seconds East a distance of 146.13 feet;

Thence South 19 Degrees 27 minutes 53 Seconds East a distance of 295.19 feet to a concrete monument;

Thence South 26 Degrees 47 Minutes 05 Seconds West a distance of 240.88 feet to a concrete monument in the North Right-of-Way of Kedron Road;

Continuing with the North Right-of-Way of Kedron Road North 63 Degrees 12 Minutes 55 Seconds West a distance of 213.32 feet to the Point of Beginning.

Said Parcel containing 114,615.22 square feet or 2.63 Acres, more or less.

**EXHIBIT B**

(continued)

Garden Home Property  
Parcel Containing Garden Home Units 103 - 126  
Legal Description

Being a part of a parcel of land shown as Parcel 15, on Tax Map 43, located in the Third Civil District, Maury County, Tennessee, constituting part of Section One, Phase Four of the Deer Creek Subdivision, including units 103 to 126 and other real property being more particularly described as follows;

From a Point of Beginning being a concrete monument located in the east right-of-way of Mahlon Moore Road a distance of 286 feet from the intersection of the north right-of-way at of Kedron Road Mahlon Moore Road and being the northwest corner of a 2.54 Acre Commercial Tract of land belonging to Joe Melz;

Thence with the east right-of-way of Mahlon Moore Rd North 04 degrees 12 minutes 37 seconds East, a distance of 118.39 feet to an iron pin located in the south right-of-way River Links Drive;

Thence leaving the east right-of-way of Mahlon Moore Rd with a line common the south right-of-way of River Links Drive South 89 degrees 06 minutes 47 seconds East, a distance of 111.83 feet to a iron pin;

Thence continuing with the south right-of-way of River Links Drive on a curve to the right, having a Radius of 50.00 feet, a delta of 45 Degrees 47 Minutes 59 Seconds, an arc distance of 39.97 feet, a chord of South 66 degrees 12 minutes 47 seconds East, 38.91 feet to a iron pin;

Thence continuing with the south right-of-way of River Links Drive South 43 degrees 18 minutes 48 seconds East, a distance of 234.24 feet to a iron pin;

Thence leaving the south right-of-way of River Links Drive on a curve to the right, having a Radius of 15.00 feet, a delta of 85 Degrees 50 Minutes 41 Seconds, an arc distance of 22.47 feet, a chord of South 00 degrees 23 minutes 27 seconds East, 20.43 feet to a iron pin;

Thence continuing with the alley South 42 degrees 31 minutes 53 seconds West, a distance of 144.81 feet to a iron pin in the north property line of the Joe Melz Commercial Tract;

Thence continuing with commercial property on a curve to the right, having a Radius of 285.00 feet, a delta of 85 degrees 50 Minutes 53 Seconds, an arc distance of 22.47 feet, a chord of North 00 degrees 23 minutes 27 seconds West, a distance of 20.43 feet to a iron pin;

Thence continuing with commercial property North 43 degrees 18 minutes 48 seconds West, a distance of 248.46 feet to a concrete monument;

Thence continuing with commercial property North 85 degrees 47 minutes 23 seconds West, a distance of 35.00 feet to the point of beginning.

Containing 52,661.4 square feet or 1.21 Acres, more or less.

**R1578 PG**

**Exhibit C**

**AMENDED AND RESTATED BYLAWS OF  
KING'S CREEK HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**Members**

**Section 1. Identity**

- (a) These are the Bylaws of King's Creek Homeowners Association, Inc., (the "Association"), a corporation not for profit, incorporated under the laws of the Tennessee Nonprofit Corporation Act. All references in the Bylaws to the Association shall mean and refer to King's Creek Homeowners Association, Inc.
- (b) The Association has been organized for the purpose of serving as the property owners association for the residential subdivision known as King's Creek, in accordance with the Declaration of Covenants, Conditions and Restrictions pertaining to such subdivision dated November 5, 2001, and filed of record in the Register's Office for Maury County, Tennessee (as the same may be modified, amended or restated, the "Declaration"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

**Section 2. Members.** Every Person who is the record owner of a joint or undivided fee interest in any Residential Unit shall be deemed to be a member of the Association (each such person or entity, a "Member"). Membership shall be appurtenant to and may not be separated from such fee interest ownership, and any transfer of a Residential Unit shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate that Member's membership. In the event that any Residential Unit is owned jointly by two or more persons, each joint owner shall be a Member for as long as that person owns the joint interest in the Residential

**Section 3. Deleted.**

**Section 4. Succession.** The membership of each Member shall terminate when such Member ceases to be an Owner, and upon the sale, transfer or other disposition of such Member's ownership interest in a Residential Unit, membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

**Section 5. Regular Meetings.** The first regular annual meeting of Members (the "First Meeting"), subject to the terms hereof, was held on the first Tuesday of December 2002. Subsequent to the First Meeting, there shall be a regular annual meeting of Members within fifteen (15) days before or after each anniversary of the First Meeting. All such meetings of Members shall be held at such place in Maury County, Tennessee, and at such time as specified in the written notice of such meeting which shall be sent to all Members at least ten (10) days prior to the date of such meeting.

**Section 6. Special Meetings.** Special meetings of all Members may be called by the President or by a majority of the Members of the Board, or by Members having at least three-fifths (3/5) of the votes entitled to be cast at such meeting. Said special meetings shall be called by sending written notice to all Members not less than ten (10) days prior to the date of

said meeting, stating the date, time and place of said special meeting and the matters to be considered.

**Section 7. Delivery of Notice of Meetings.** Any notice to the Members required to be sent or given by the Bylaws shall be deemed to have been sent if such notice is in writing and is delivered to each Member by hand delivery, overnight courier, facsimile transmission or other form of wire or wireless communication or is sent by U.S. Mail, postage prepaid or by email, to the address provided in writing from time to time by such Member to the Association.

**Section 8. Voting.**

- (a) Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required herein; there shall be only one (1) vote per Unit. When more than one person holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting according to the procedures and other requirements set forth in the Bylaws. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one person seeks to exercise it. In the absence of written instruction to the contrary, with respect to any Residential Unit held jointly by husband and wife, either may exercise the voting right for that Residential Unit.
- (b) Voting by proxy is allowed.
- (c) With respect to matters concerning solely Townhomes, only the Owners of the Townhomes may vote on such matters. With respect to matters concerning solely the Garden Homes, only the Owners of the Garden Homes may vote on such matters.

**Section 9. Quorum.** A quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least a majority of the votes entitled to be cast at such meeting.

## **ARTICLE II**

### **Board of Directors**

**Section 1. Number Election and Term of Office.** The Association shall be governed by a Board of Directors (the "Board") composed of five (5) individuals (the "Directors" and each a "Director") appointed or elected as provided in these Bylaws. At each annual meeting thereafter, Directors shall be appointed or elected as follows.

- (a) The Directors shall be elected by majority vote by the Membership to serve a one year term. Directors elected by the Members are required to be Members. Voting by proxy is allowed.

Any Director so appointed or elected may be appointed or elected to subsequent terms as a Director without limitation.

**Section 2. Qualification.** Each Director shall be a Member. If a Director shall cease to be a Member during that Director's term, he or she shall thereupon cease to be a Director and such place on the Board shall be deemed vacant.

**Section 3. Vacancies.** Any vacancy occurring in the Board shall be filled by majority vote of the remaining Directors. Any Director so elected to fill a vacancy shall hold office for the remainder of the unexpired term.

**Section 4. Meetings.** A regular annual meeting of the Board shall be held not less than ten (10) days following the regular annual meeting of members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered by hand delivery, overnight courier, mail, email, telegram or facsimile transmission or another form of wire or wireless communication. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting.

**Section 5. Removal.** Any Director may be removed from office for cause by the vote of three-fifths (3/5) of the total vote of the Members.

**Section 6. Compensation.** Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Members.

**Section 7. Quorum.** Three (3) Directors shall constitute a quorum.

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

- (a) To elect and remove the Officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Common Elements, including the purchasing of casualty and liability insurance authorized by the Declaration;
- (c) To formulate policies for the administration, management and operation of the Common Elements;
- (d) To adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Common Elements;
- (e) To provide for the maintenance, repair, and replacement of the Common Elements, certain elements of the Residential Units as set forth in the Declaration and other expenses authorized by the Declaration and payments therefor, to approve payment vouchers or to delegate such approval to the Officers;
- (f) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Elements, certain components of the Residential Units as set forth in the Declaration and other expenses authorized by the Declaration;
- (g) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (h) To designate a site and architectural review board in accordance with Article X of the Declaration;

- (i) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (j) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Members their respective shares of such estimated expenses, as hereinafter provided;
- (k) To exercise any other powers and duties ascribed to the Board in the Declaration; and
- (l) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Members, as expressed in a resolution duly adopted at any annual or special meeting of the Members.

**Section 9. Non-Delegation.** Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the Officers of the Association any powers or duties which, by law, have been delegated to the Members.

### **ARTICLE III**

#### **Officers**

**Section 1. Designation.** At each regular annual meeting, the Directors present at said meeting shall elect the following Officers of the Association by a majority vote:

- (a) A President, who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association;
- (b) A Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary;
- (c) A Treasurer, who shall be responsible for the financial records and books of account and the manner in which such records and books are kept and reported; and
- (d) Such additional Officers as the Board shall see fit to elect.

**Section 2. Powers.** The respective Officers shall have the general powers usually vested in such Officers; provided that the Board may delegate any specific powers to any other Officer or impose such limitations or restrictions upon the powers of any Officer as the Board may see fit.

**Section 3. Term of Office.** Each Officer shall hold office for the term of one (1) year and until the successor shall have been appointed or elected and qualified.

**Section 4. Vacancies.** Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for the remaining unexpired term. Any Officer may be removed for cause at any time by vote of three-fifths (3/5) of the total members of the Board at a special meeting thereof.

**Section 5. Compensation.** The Officers shall receive no compensation for their services as Officers.



## ARTICLE IV

### Assessments

**Section 1. Annual Budget.** The Board shall cause to be prepared, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, a budget, including both an Operating Budget and a Capital Budget, in accordance with Article IX of the Declaration.

**Section 2. Assessments.** The Board may impose and collect the Assessments for Common Expenses and other expenses in accordance with Article IX of the Declaration.

**Section 3. Partial Year or Month.** For the first fiscal year and thereafter until the First Board is elected, the annual budget shall be approved by the Interim Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly or quarterly or annual assessments for each Member shall be proportionate to the number of months and days in such period covered by such budget.

**Section 4. Annual Report.** Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Member a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

**Section 5. Audited Financial Statement.** Within one hundred and twenty (120) days after the end of each fiscal year, the Board shall cause to be prepared an audited financial statement for the preceding fiscal year. The Board shall provide a copy of such statement to any Member or any holder, insurer or guarantor of a first mortgage secured by a Residential Unit upon receipt by the Board and of a written request for such statement.

**Section 6. Supplemental Budget.** In the event that during the course of any year, it shall appear to the Board that the Assessments, determined in accordance with the Budget for such year, are insufficient or inadequate to cover the estimated expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Member, and thereupon a supplemental assessment shall be made to each Member for his proportionate share of such supplemental budget.

**Section 7. Records and Statement of Account.** The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. The Board shall also cause to be kept current copies of the Declaration, Charter and Bylaws of the Association and Condominium Bylaws, and any other rules and official documentation concerning the Properties. The Board shall cause all of the items described in this section to be available for inspection during normal business hours by any Member or by any holder, insurer, or guarantor of a first mortgage secured by a Residential Unit.

## ARTICLE V

### Amendments

These Bylaws may be amended by a sixty-seven percent (67%) affirmative vote of the Members. Any amendment shall not become effective until recorded in the Register's Office of Maury County, Tennessee.

IN WITNESS THEREOF, this Amended and Restated Bylaws of the King's Creek Homeowners Association has been executed by the President of the Association.

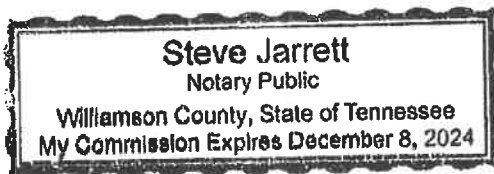
King's Creek Homeowners Association, Inc.

By: *Russell Reeves*  
Name: Russell Reeves  
Title: President

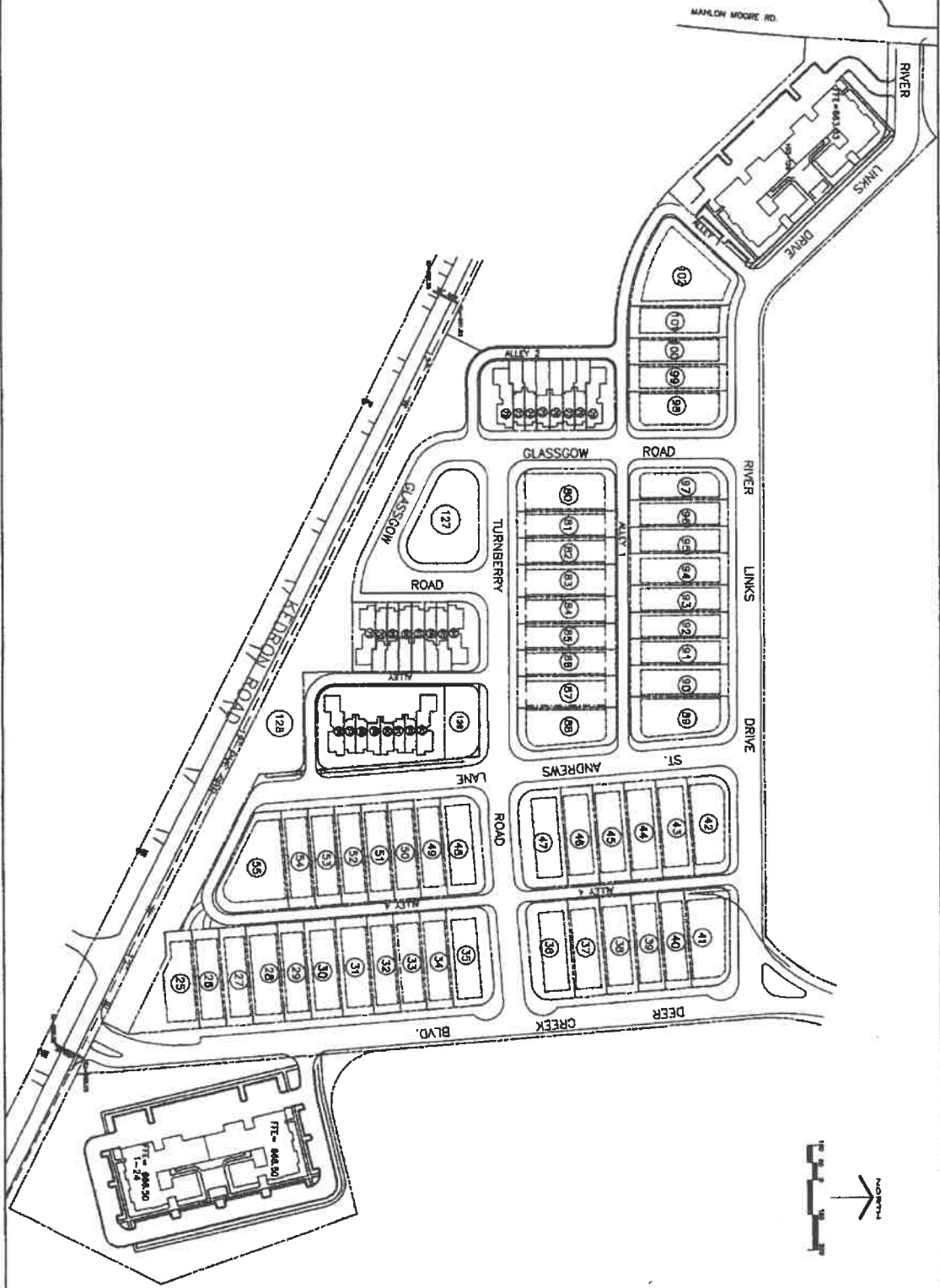
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Russell Reeves, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of King's Creek Homeowners Association, Inc., the within named bargainor, a corporation, and he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS MY HAND and official seal at my office on this the 31<sup>st</sup> day of March, 2021.



*[Signature]*  
Notary Public  
My commission expires: 12-08-2024



PRELIMINARY SITE PLAN  
DEER CREEK SECTION ONE  
PHASES 1 - 4  
RUTHERFORD CREEK & KEDRON ROAD  
SPRING HILL, MAURY COUNTY, TENNESSEE