

This instrument was prepared by:

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from information provided by party

Heather Dawbarn, Register  
Rutherford County Tennessee  
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR GENERAL'S LANDING AND GENERAL'S LANDING TOWNHOMES**

Blue Sky Construction Inc., a Tennessee corporation (hereinafter referred to as "Declarant"), is the owner of certain real property in the 9th Civil District of Rutherford County, Tennessee, being more particularly described in Exhibit A, attached hereto and incorporated herein, hereby make the following grants, submissions and declarations.

**WITNESSETH:**

WHEREAS, Declarant is the owner and developer of the real property more particularly described in Exhibit A, attached hereto, and

WHEREAS, Declarant desires to develop a project with both single family detached homes and townhomes to be known as General's Landing; and

NOW THEREFORE, Declarant hereby declares that all the property described in said Exhibit A as well as any further properties incorporated therein in the future shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the property and which shall run with the real property and be binding on all parties, having any right, title or interest to the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. It is the express intent of the Declarant to establish a development under this Declaration with both single family detached homes and townhomes, and not a condominium project. The Townhome Unit owners own the fee simple ground and real estate beneath the footprint of their respective Townhome Unit. This is a project established under the Tennessee Horizontal Property Regime Act at Tenn. Code Ann. § 66-27-101 et. seq.

**ARTICLE I**

**DEFINITION**

Section 1.1 Association shall mean and refer to GENERAL'S LANDING HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 1.2 Owner shall mean and refer to the record owner, (including Declarant) whether one or more persons or entities, of a common fee simple title to any lot which is a part of the property, including the contract seller, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 1.4 Common Areas shall mean all real property to be owned by the Association for the common use and enjoyment of the owners which includes Common Elements and all areas labeled as common areas on the subdivision plats. The common areas to be owned by the Association shall also include any common areas in any additional sections annexed to this development.

Section 1.5 Common Elements shall include but are not limited to: the common roof of all Townhome Units, the exterior walls of all Townhome Units, the exterior fixtures of all Townhome Units, all exterior windows and doors of Townhome Unit, exterior lighting, the mailbox kiosk, the driveway and parking areas for the mailbox kiosk, the monument signage for the development, the solid waste disposal area including enclosure, the fence along West Thompson Lane in the common area, any sidewalks not in public right of way, the required landscape buffer along the eastern boundary of the development, the required perimeter plantings located within the landscape easement along the western and northern boundaries of the development, drainage and detention improvements and common landscaping.

Section 1.6 Detached Lot and Lot shall mean and refer to any numbered plot of land shown upon any recorded subdivision map for the properties with the exception of the common areas and dedicated streets which does not share a common wall with another residence.

Section 1.7 Townhome Unit and Unit shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family which shares common walls or is connected by exterior veneer elevation finishes with another unit. The use of the terms Townhome Unit and Unit are synonymous herein. Each Townhome Unit shall include the fee simple title to the ground beneath the footprint of the Townhome Unit.

Section 1.8 Board of Managers or Board shall mean the governing body of the Association as provided in this Declaration, the Articles of Incorporation, and the By-Laws thereof.

Section 1.9 Member shall mean and refer to every person or entity who holds membership in the association.

Section 1.10 Declarant shall mean and refer to Blue Sky Construction, Inc., a Tennessee corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development. Declarant shall be synonymous with Developer for the purposes of this declaration.

Section 1.11 Common expenses mean and include (a) expenses of administration, operation, management, repair or replacement of the Common Areas of the project, (b) expenses declared common by the provisions of the Declaration or the Charter or By-Laws of the Association against the Common Area of the project, (c) all sums lawfully assessed by the Board, and (d) expenses as provided in any duly authorized management agreement.

Section 1.12 Development shall mean the General's Landing development shown on any plats of record in the Register's Office of Rutherford County, Tennessee.

Section 1.13 Limited Common Elements shall consist of driveways, patios serving an individual Townhome Unit, and porches serving an individual Townhome Unit. Limited Common Elements shall be maintained by the Townhome Unit being served by the Limited Common Element.

## ARTICLE TWO

### THE ASSOCIATION

#### Section 2.1 Organization

(a) The Association is a non-profit Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) members of the Association; or (2) officers, directors, agents, representatives or employees of Declarant or a successor to Declarant.

(b) A Board of the Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the General's Landing documents. The Board shall, except to the extent specified membership approval shall be required by the By-Laws or by this Declaration, act on behalf of the Association in the implementation of this Declaration. After the Class B Membership terminates, the Board of Directors will consist of five (5) Board Members consisting of three (3) members who own Townhome Units, and two (2) members who own Detached Homes within General's Landing.

## Section 2.2 Membership

(a) Qualifications: Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one (1) membership for each Lot or Townhome Unit owned. Ownership of a Lot or Townhome Unit shall be the sole qualification for membership in the Association.

(b) Members Rights and Duties. Each member shall have the rights, duties and obligations set forth in the applicable General's Landing documents.

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

## Section 2.3 Voting Rights – Members, Classes of Members.

(a) Class A Members: Class A Members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot or Townhome Unit owned. When more than one (1) person holds an interest in any Lot or Townhome Unit, all such persons shall be members. The vote for such Lot or Townhome Unit shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast, with respect to any Lot or Townhome Unit in this class.

(b) Class B Members: Class B Members shall be the Declarant and any successor thereto and shall be entitled to three (3) votes for each lot Lot or Townhome Unit owned. The Class B Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs earlier: (1) when Declarant owns no further Lot or Townhome Units or property in General's Landing, or (2) by express written termination of Class B Membership by Declarant.

Section 2.4 Duties of the Association. The Association shall in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions (subject to the provision of this Declaration), to do and perform each and every of the following for the benefit of the Owners and for the maintenance, administration, and improvement of the properties:

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

(b) Enforcement. Take such action, whether or not expressly authorized herein or in any other governing instrument, as may reasonably be necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions, and other provisions of this Declaration, and the other GENERAL'S LANDING documents; including but not limited to, the assessment of reasonable fines for violations of this Declaration. Without limiting as to what constitutes a reasonable fine, any fine less than \$100.00 per violation shall be construed as being reasonable. Fines shall constitute liens against the real property, enforceable as other assessments are under the terms of this Declaration.

(c) Operation and Maintenance of Common Areas and Common Elements In Perpetuity. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Areas and 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 Areas and; to keep all improvements of whatever kind and for whatever purposes from time to time located thereon in good order, condition and repair. The Association also has the duty to mow and maintain the landscaping for all the Common Areas.

(d) Mowing and Irrigation. The Association shall maintain the lawns, irrigation systems, and landscaping of the Townhome Units in perpetuity. With regard to the Detached Lots unless the Association determines otherwise as provided below, the Association shall mow the yards and maintain the irrigation systems of each Detached Lot and the costs of the same will be within the budget for the Association. All front lawns of the Townhome Units and the Lots must include irrigation systems in the front lawn. Notwithstanding the above, if an Owner damages the irrigation system or a lawn the Owner damaging the same shall be solely and personally responsible for the costs to repair. Upon the affirmative majority vote of the Detached Lot owners after the termination of Class B Membership, the Detached Lot Owners can determine whether the Association will continue to provide lawn care and irrigation system maintenance for the Detached Lots in which case it shall be the responsibility of each Detached Home owner to maintain his/her own lawn care and irrigation system maintenance.

IN ORDER TO PROVIDE IRRIGATION WATER AT A LOW COST, THE ASSOCIATION HAS AGREED WITH THE CITY OF MURFREESBORO TO ACCEPT RE-CLAIMED WATER FOR USE IN THE IRRIGATION SYSTEM. SAID WATER IS NOT FOR POTABLE USE AND SHALL BE USED SOLELY FOR IRRIGATION.

(e) Water, Other Utilities, and Trash Pickup. To acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone and gas and other necessary utility services for the Common Area. For the Townhome Units, the Association shall provide a common dumpster or dumpsters and pay for regular trash pickup from the dumpsters. The Association shall also obtain a compactor for the Townhome Units to use together with the common dumpster(s). With regard to the Detached Lots, the owner

of each Detached Lot shall be responsible for trash disposal from their respective lot and the Association shall have no responsibility for trash pickup so long as the City of Murfreesboro provides trash pickup for no cost. In the event the City of Murfreesboro starts to charge for trash pick up or no longer provides trash pick up, the Association may contract for the provision of trash pick up services. The Association may require the use of a certain style of trash can, restrict the number of trash cans, and implement rules which Owners are obligated to follow with regard to trash pick up.

(f) Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring a payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. The Association is granted the right and authority under this Declaration, the Articles and the By-Laws, to do and perform any and all acts which may be necessary, proper, or incidental to the exercise of any of the express powers of the Association, including the following which are listed without intent to limit the foregoing grant:

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

(b) Right of enforcement in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any GENERAL'S LANDING documents and to enforce, by mandatory injunction or otherwise, all the provisions hereof.

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

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

(e) Mortgagee Protective Agreements. To execute and cause to be recorded from time to time agreements in favor of holders or insurers of mortgages secured upon portions of the properties. Such agreements may condition specified action relevant to this Declaration of the activities of the Association upon approval by a specified group or number of mortgage holders or insurers. Actions and activities which may be so conditioned by such agreement may include, but shall not be limited to the following: (i) any act or omission which seeks to abandon, partition, subdivide, encumber, sale or transfer the Common Areas or any other real estate or improvements owned, directly or indirectly, by the Association for the benefit of any lots or units; (ii) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against the Owners of lots, and/or units; (iii) any act or admission which may change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance or exterior maintenance and improvements erected upon the properties, or the maintenance of party walls, party fences, driveways, or the upkeep of lawns or plantings located upon the properties; (iv) failure to maintain specified fire and extended coverage insurance on insurable portions of the Common Areas; (v) use of hazard insurance proceeds for losses to any improvement erected upon the Common Areas for other than the repair, replacement or reconstruction of such improvements; (vi) the failure to maintain kinds of insurance and amounts, form and covering risks as specified by such mortgage holders or insurers; (vii) permitting holders of specified mortgages on lots and/or units to jointly or singly, pay taxes or other charges which are in default which may have become a charge against the Common Area, to pay overdue premiums on hazard insurance policies and to secure new hazard insurance coverage on the lapse of any such policy for such property and permitting mortgagees making any such payments to recover the amount thereof from the Association.

(f) Right of Entry. Without liability to any owner of a Detached Lot or Townhome Unit, to cause its agents, independent contractors, and employees after reasonable notice, or without notice in the event of an emergency, to enter upon any Detached Lot or Townhome Unit for the purpose of enforcing any of the rights and powers granted to the Association in the documents and for the purpose of maintaining or repairing any portion of the properties if for any reason whatsoever the owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior or appearance as required by the documents, or as reasonably required to promote or protect the general health, safety and welfare of the residents and users of the properties.

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

(h) Insurance. To obtain, maintain, and pay for such insurance policies or bonds, whether or not required by any provision of this Declaration or any By-Laws, as the Association shall deem to be appropriate for the protection or benefit of the Association, the members of the Board, the members of any standing committee, their

tenants or guests, including, but without limitation, fire and extended coverage insurance covering the Common Areas, liability insurance, worker's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance of fidelity bonds.

(i) Utility Service. To contract and pay for, or otherwise, provide for, utility services, including but without limitation, water, sewer, garbage, electrical, telephone and gas services for the common areas.

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

(k) Road Maintenance. To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, replacement or refinishing of any private roads, private drives or other paved areas upon any portion of the development not dedicated to any governmental unit, excluding driveways serving one particular unit or one single Detached Lot. Driveways serving one particular Unit shall be a limited common element to be maintained by the Townhome Unit served by said driveway.

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

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

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

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



(p) Contracts. The Association may enter into contracts for services for the Association, but no contract for services shall exceed three (3) years in term.

### ARTICLE THREE

#### PROPERTY RIGHTS

Section 3.1 Owner's Easement of Enjoyment. Every owner, in addition to a perpetual unrestricted right of ingress and egress to his own Detached Lot or Townhome Unit, shall have the right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every Lot or Townhome Unit, subject to the following provisions:

(a) The right of the Association to permit the use of any recreational facilities situated upon the Common Areas, and to limit the number of guests and adopt rules regulating the use and enjoyment of the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period in which any assessment against his Detached Lot or Townhome Unit remains unpaid.

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

Section 3.2 Delegation of Use. Any Owner may delegate in accordance with the By-Laws, his rights of enjoyment of the common area and the facilities to the members of his family, or contract purchasers, who reside on the property.

Section 3.3 Parking Rights. The use of parking areas, if any, within the Common Area, together with the terms and conditions with regard to such use, if any, shall be subject to the Association rules as same are in effect from time to time. Parking on streets is only allowed for six consecutive hours or less, otherwise, parking on streets is prohibited. Parking on lawns is prohibited.

Section 3.4 Land Use. No Lot or Townhome Unit shall be used for commercial purposes as defined in the City of Murfreesboro zoning ordinance except as follows: No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sign, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a

hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

#### ARTICLE FOUR

##### COVENANTS FOR MAINTENANCE ASSESSMENT

###### Section 4.1 Creation of the Lien and Personal Obligation of Assessments.

A. The Declarant, for each Detached Lot and Townhome Unit owned within the Development, hereby covenants, and each owner for any Detached Lot or Townhome Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements or losses, such assessments to be established and collected as hereinafter provided, and to (3) be subject to this Declaration and any amendments thereto provided the amendments are approved in accordance with the terms of this Declaration.

B. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

###### Section 4.2 Annual assessments.

A. It shall be the responsibility of the Association to maintain and keep in good order, in perpetuity, all Common Areas and Common Elements. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties, the improvements, operation and maintenance of the Common Area and Common Elements, and exterior maintenance, the duties and exercise of the powers of the Association, the payment of the proper expenses of the Association and all costs incurred in the performance by the Association of its duties, and the establishment of reasonable reserves for the maintenance, repair, and replacement of roads and other improvements upon the Common Area. The development consists of both Detached Homes and Townhome Units. As the services provided to Detached Homes varies from the Townhome Units, assessments for Detached Homes may be different than assessments for Townhome Units. The amount of the Annual assessment shall be set by the Board each year.

B. Annual assessments levied by the Association for each fiscal year shall be adequate to finance the operation and activities of the Association, to satisfactorily maintain the Common Area, and maintain adequate repair and replacement reserves.

C. In addition to the monthly annual assessments, a working capital fund assessment in the amount of two months of the monthly assessment shall be due from each respective buyer upon the purchase of a home or townhome. This is not an advance payment of the assessment, but a capital reserve fund to meet unforeseen or necessary equipment or services. Upon closing the purchase, the Buyer shall be responsible for the payment of the working capital assessment.

D. The Declarant is exempt from all assessments.

Section 4.3 Assessment Period. Annual assessments shall be due in monthly payments, quarterly payments, or annual payments as established by the Board.

Section 4.4 Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only for that purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area or common elements, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of one-half (1/2) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for the purpose of considering the same. Notwithstanding the above, if the capital improvement is just to a townhome element, only the townhome units will be considered in determining whether the one-half (1/2) vote is met. The Declarant is exempt from all special assessments.

Section 4.5 Notice and Quorum. Written notice for any meeting, shall be sent to all members not less than ten (10) nor more than forty-five (45) days in advance of the meeting and shall state the purpose of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten (10) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the preceding meeting.

Section 4.6 Rate of Annual Assessment. Annual assessments must be fixed at a uniform rate for all Detached Lots and at a uniform rate for all Townhome Units, subject to the provisions dealing with incomplete construction or vacant lots, the other provisions herein, and subject to amendment if future phases require a different assessment base. Townhome Units and Detached Lots may have different assessment amounts.

Section 4.7 Date and Commencement of Annual Assessments. The annual assessments provided for herein for a specific Detached Lot or Townhome Unit shall commence upon the sale of the Detached Lot or Townhome Unit after the issuance of the certificate of occupancy for the respective Detached Lot or Townhome Unit. The first

annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment of every owner subject thereto. Written notice of such assessment shall be sent to every owner subject thereto at least thirty (30) days in advance of each annual assessment, but failure to fix shall not constitute a waiver of this right. The due date shall be established by the Board of Directors. The Association or its agent shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association or its agent setting forth when the assessment on a specified lot has been paid. A properly executed certificate of the Association or its agent as to the status of the assessments on a Detached Lot or Townhome Unit is binding upon the Association as of the date of its issuance.

Section 4.8 Effect of Non-Payment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum and shall be a lien against the Detached Lot or Townhome Unit, and shall further be the personal obligation of the person owning the Detached Lot or Townhome Unit at the time the assessment comes due. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and the owner shall also be responsible to pay the Association the costs incurred for any of said actions to collect assessments, including reasonable attorney fees, late fees, and interest. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his/her Detached Lot or Townhome Unit.

#### Section 4.9 Subordination of the Lien to Mortgages.

A. The liens provided for herein shall be subordinate to the lien of any earlier deeds of trust. The sale or transfer of any Detached Lot or Townhome Unit shall not affect the validity of any liens to the Association unless the sale or transfer is pursuant to a foreclosure of a deed of trust recorded earlier than the lien to the Association in which case the lien to the Association's lien will be extinguished in accordance with State law. No sale or transfer shall relieve an owner from the personal liability for any assessment due.

B. For purposes of this section a sale or transfer of a Detached Lot or Townhome Unit shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title.

Section 4.10 Assessment Lien. All sums assessed but unpaid for the share of common expenses or any special assessment chargeable to any Detached Lot or Townhome Unit shall constitute a lien on such Detached Lot or Townhome Unit superior to all other liens and encumbrances, except only for tax and special assessment liens made by governmental entities on the Detached Lot or Townhome Unit in favor of any assessing governmental entity, and all sums unpaid on a prior recorded mortgage or first deed of trust of record, including all unpaid obligatory sums that may be provided by such encumbrances. To evidence such a lien, the Board or managing agent shall prepare

a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of any accrued interest and late charges thereon, the name of the owner of the Detached Lot or Townhome Unit and a description of the Detached Lot or Townhome Unit. Such notice of lien shall be signed by a member of the Board or by a managing agent on behalf of the Board and shall be recorded in the office of the Register of Deeds in Rutherford County, Tennessee. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon shall have been fully paid.

Section 4.11 Foreclosure on Liens. Such lien provided for in Section 4.10 may be enforced by the foreclosure of the defaulting owner's Detached Lot or Townhome Unit by the Association in a like manner as a mortgage on real property upon the recording of a notice of claim thereof. If the Owner fails to pay the said sums of money due, together with the cost of collection, including reasonable attorney's fees, the Association or managing agent is hereby authorized and empowered upon giving 21 days notice, by publication once a week for three consecutive weeks in some newspaper published in Rutherford County, Tennessee, to sell said unit at the East Door of the Rutherford County Courthouse to the highest bidder for cash and free from equity and redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived by the Detached Lot or Townhome Unit owner, and the Association or managing agent is authorized to make a Deed to the purchaser. In any such proceeding, the Owner shall be required to pay the cost, expenses, and reasonable attorney's fees incurred for filing the lien; and in the event of foreclosure proceedings, all additional costs, all expenses and attorney's fees incurred in connection with such proceeding. The Owner of the Detached Lot or Townhome Unit being foreclosed shall be required to pay to the Association on the monthly assessment for the Detached Lot or Townhome Unit during the period of foreclosure and the Association shall be entitled to a receiver during foreclosure to collect the same from the defaulting owner or successors to such owner or from profits accruing from the sale of the Detached Lot or Townhome Unit. The Association shall have the power to bid on the Detached Lot or Townhome Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same.

Section 4.12 Exempt property. All property dedicated to a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to any dwelling use shall be exempt from said assessments in any case.

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

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

#### ARTICLE FIVE

#### ARCHITECTURAL CONTROL

Section 5.1 Approval Required. Except as to any homes or improvements constructed by Declarant, no building, fence, wall, clothesline, pool, playground facility, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same, shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee comprised of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Each Owner acknowledges that the décor, color scheme and design of the property has been selected in such a manner as to be consistent and harmonious with other units in the subdivision and agrees to maintain and perpetuate the visual harmony of the properties.

Section 5.2 Homes Built by Builders other than Declarant. Without limiting Section 5.1, with regard to any homes built by a builder or owner other than Declarant, no construction can commence until plans are approved by Declarant in writing while there is Class B Membership. Once Class B Membership terminates, with regard to any homes built by a builder or owner other than Declarant, no construction can commence unless approved by the Association or architectural review committee in writing.

Section 5.3 Minimum Building Requirements for Townhomes. All townhome construction must meet or exceed the following minimum requirements:

- a Exterior materials shall be brick, stone, or fiber cement siding. Vinyl may only be used in the soffit and fascia.
- b. Carriage-style garage doors with glass windows are required on any townhomes with garages, if the townhome has a garage.
- c. Minimum square footage shall be 1,800 sq ft.

Section 5.4 Minimum Building Requirements for Single-Family Detached Homes. All single-family detached home construction must meet or exceed the following minimum requirements:

- a. Exterior materials shall be brick, stone, dryvit or fiber cement siding. Vinyl may only be used in the soffit and fascia.
- b. Carriage-style garage doors with glass windows are required on all dwellings.
- c. Minimum square footage for single-family detached homes shall be 2,400 sq ft.

## ARTICLE SIX

### PARTY WALLS OF TOWNHOME UNITS

Section 6.1 General Rules of Law Apply. Each wall which is built as a part of the original construction of a Townhome Unit upon the property and placed on the dividing line between units shall constitute a party wall, and the general rules of law regarding party walls and liability for property damaged due to negligence, or willful acts or admissions shall apply thereto.

Section 6.2 Share of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use by each owner.

Section 6.3 Destruction by fire or other casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use by each owner without prejudice, however, to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or admissions.

Section 6.4 Damage. Notwithstanding any other provision of this Article, an owner who by his negligence or willful acts causes a party wall to be damaged shall bear the whole cost of repairing the same.

Section 6.5 Rights of Contribution to Run with the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party involved in the dispute agrees to resolve the same by submitting the same to binding arbitration before an

arbitrator or attorney with an office in Rutherford, Williamson, or Davidson County, Tennessee or before the American Arbitration Association in which case the rules of the American Arbitration Association shall govern.

## ARTICLE SEVEN

### INSURANCE

Section 7.1 Casualty insurance on insurable area. The Association shall keep all Townhome Units, the Common Areas, and the Common Elements insured against loss or damage by fire and property casualty for the full insurable replacement cost thereof, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable as well under a general liability insurance policy with coverage of no less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage for any single occurrence as well as coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party. THE ASSOCIATION WILL ONLY INSURE TOWNHOME UNITS TO BUILDER FINISHES AND BUILDER PROVIDED FIXTURES. IF OWNER DESIRES INSURANCE FOR IMPROVEMENTS, UPGRADES, ADDITIONAL FIXTURES, OR ANYTHING BEYOND WHAT THE BUILDER INSTALLED, OWNER WILL BE RESPONSIBLE TO INSURE THE SAME AT OWNER'S COST. All policies shall provide that they may not be cancelled or substantially modified without ten (10) days written notice to all insureds including the mortgagees. The property casualty insurance provided by the Association shall be primary coverage. The Association shall also insure any other property whether real or personal, owned by the Association, against loss or damage by fire or casualty and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Any insurance coverage with respect to the common area or otherwise shall be written in the name of, and the proceeds thereof, shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all such insurance carried by the Association are common expenses included in the common assessments made by the Association. EACH UNIT OWNER IS RESPONSIBLE TO OBTAIN INSURANCE COVERAGE ON THEIR PERSONAL PROPERTY AND FOR ANY UPGRADES AND MODIFICATIONS TO THEIR UNIT DIFFERENT FROM THE ORIGINAL CONSTRUCTION.

Section 7.2 Replacement or Repair of Property. In the event of damage to or destruction of any part of the common area improvements or any of the insured townhome improvements, the Association shall repair or replace same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the townhome property damaged or destroyed, the Association may make a special assessment against all the Town Home Unit owners to cover the cost of repair or replacement not covered by the insurance proceeds. If any common area or common element is damaged or destroyed which serves both the Townhome Units and Detached Lots and insurance proceeds are insufficient to repair or replace the same, the



Association may make a special assessment against all the Townhome Units and Detached Lot owners to cover the cost of repair or replacement not covered by the insurance proceeds.

Section 7.3 Other Insurance. The Association may also maintain and pay for insurance policies or bonds that are appropriate for the protection and benefit of the Association, members of the Board and any standing Committee, tenants or guests, including, but without limitation, workers compensation, malicious mischief, auto non-ownership insurance, and performance of fidelity bonds.

Section 7.4 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of property which may be damaged or destroyed.

Section 7.5 Hazard, Flood, Fire Insurance. (a) Detached Lot Owners. Each Detached Lot owner shall obtain and maintain in effect fire and property casualty insurance in an amount equal to the then current full replacement value of each home owned by such owner, which insurance shall be subject to such additional requirements as may be established from time to time by the Board or the Association by resolution. Such additional insurance requirements may be set forth in agreements or other undertakings which the Board or Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the properties.

(b). Townhome Unit Owners. Each Townhome Unit owner shall obtain and maintain in effect fire and property casualty insurance to cover any townhome improvement not covered by the policy provided by the Association, which insurance shall be subject to such additional requirements as may be established from time to time by the Board or the Association by resolution. Such additional insurance requirements may be set forth in agreements or other undertakings which the Board or Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the properties. EACH UNIT OWNER IS STRONGLY ADVISED AND ENCOURAGED TO OBTAIN PROPERTY CASUALTY AND LIABILITY INSURANCE COVERAGE IN REGARDS TO THEIR UNIT TO PROVIDE COVERAGE FOR THE UNIT OWNER'S PERSONAL PROPERTY AND FURNISHINGS, ANY UPGRADES AND MODIFICATIONS DIFFERENT FROM THE UNIT AS ORIGINALLY CONSTRUCTED, AND ANY LIABILITIES, INCLUDING, BUT NOT LIMITED TO WATER DAMAGE.

Section 7.6 Obligation to Repair and Restore.

(a) Subject only to the rights of an institutional holder of the first mortgage lien on the damaged unit, insurance proceeds from any insurance policy covering an improvement shall be first applied to the repair, restoration, or replacement of such improvement. Each Owner shall be responsible for the repair, restoration, or replacement of each improvement owned by such owner pursuant to the terms hereof.

Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and in currently generally accepted design criteria) be generally harmonious with the other GENERAL'S LANDING unit or Detached Lots, and reconstruction must be consistent with plans approved by the appropriate architectural control committee. Such repair will be commenced as soon as possible.

(b) If the proceeds of insurance are insufficient to pay for the cost of repair, restoration, or replacement of a unit, the owner of such unit shall be responsible for and make as soon as possible, the payment of any such deficiency necessary to complete the repair, restoration or replacement.

Section 7.7 Association Rights. If any owner fails to obtain the insurance required in this article, or fails to pay the premiums therefore when and as required or fails to otherwise perform the obligations of an owner under this article, the Association may (but shall not be obligated to) obtain such insurance, make such payments for any such owner, and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to such owner.

Section 7.8 Proof of Insurance. Each owner shall provide the Association with a certificate of insurance and a paid receipt thereof, showing that the owner has obtained the required insurance coverages. Failure to do so at such other times as the Association may reasonably require will be construed as a default of the obligations under this article, and the Association may take whatever reasonable steps it deems necessary, including the procurement of insurance on said Townhome Unit or Detached Lot, with the owner to be liable for such procurement as set forth above. All such insurance shall contain a provision for the notification of the Homeowner's Association, and each mortgage holder named in the mortgage clause, at least ten (10) days prior to the cancellation, or substantial change, of coverage.

Section 7.9 Procurement of Individual Townhome Unit Insurance by Association. In order to facilitate orderly, efficient and cost effective insurance coverage, the Association shall procure property and casualty insurance coverage on behalf of each individual Townhome Unit owner covering each Townhome Unit and charging the cost of such insurance directly to the owner of the Townhome Unit. The charge for this insurance shall be paid by the owner of the Townhome Unit immediately upon its becoming due and shall be in addition to any other general or special assessment against such Townhome Unit. The charge for such insurance will be a continuing lien on the Unit for which it is procured in the manner of a annual assessment and can be enforced in the same manner. With respect to the Townhome Units, the Association shall be responsible to insure the structural components, exterior elevations, interior flooring, walls, ceiling and permanently attached fixtures and built-in appliances to original specifications as built by the Developer. Townhome Unit Owners will be responsible to obtain insurance on any improvements, fixtures, or additions added after Developer has sold the unit to the first purchaser. The Association shall not obtain insurance on the contents and personal property of any Owner within any Townhome Unit. EACH

TOWNHOME UNIT OWNER IS RESPONSIBLE TO OBTAIN ANY INSURANCE COVERAGE OWNER DESIRES ON OWNER'S CONTENTS AND PERSONAL PROPERTY WITHIN ANY UNIT, AND REQUIRED TO DO SO. THE ASSOCIATION PROVIDES NO INSURANCE FOR TOWNHOME UNIT OWNER'S PERSONAL PROPERTY OR CONTENTS IN OR ON A TOWNHOME UNIT. THE ASSOCIATION WILL ONLY INSURE TOWNHOME UNITS TO BUILDER FINISHES AND BUILDER PROVIDED FIXTURES. IF OWNER DESIRES INSURANCE FOR IMPROVEMENTS, UPGRADES, ADDITIONAL FIXTURES, OR ANYTHING BEYOND WHAT THE BUILDER INSTALLED, OWNER WILL BE RESPONSIBLE TO INSURE THE SAME AT OWNER'S COST.

Section 7.10 Each owner of a Detached Lot is required to maintain property and casualty insurance on their respective home providing full replacement cost coverage.

#### ARTICLE EIGHT

##### EXTERIOR MAINTENANCE

###### Section 8.1 Exterior Maintenance.

(a) Townhome Units. In addition to maintenance upon common areas, the Association shall provide exterior maintenance upon each Townhome Unit as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, front door, and trees, shrubs, grass, walks, and other exterior improvements installed by Developer, excluding driveways. Such exterior maintenance shall not include windows and doors or frames and thresholds. However, in the event that the need for maintenance or repair is caused by the willful or negligent act of the owner, his family, or guest or invitees, the cost of such maintenance or repairs will be added to and become a part of the annual assessment to which such owner's Townhome Unit is subject. Driveways and porches serving an individual Townhome Unit are Limited Common Elements and shall be maintained by the respective Townhome Unit served by the driveway or porch. The Association shall have no obligation to maintain driveways or porches serving individual units. Limited Common Elements shall be maintained by the Townhome Unit being served by the Limited Common Element.

(b) Detached Homes. No exterior maintenance will be provided by the Association for homes on detached Lots.

#### ARTICLE NINE

##### USE RESTRICTIONS

Section 9.1 Land use and building type. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sign, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" or "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

Section 9.2 No noxious or offensive activity shall be conducted upon any Detached Lot or Townhome Unit nor shall anything be done thereon which may be or become annoying or a nuisance to the neighborhood.

Section 9.3 No animals, livestock or poultry of any kind shall be kept or maintained on any Detached Lot or Townhome Unit except that no more than two (2) dogs, cats or other household pets may be kept or maintained per Detached Lot or Townhome Unit provided said pets are not kept or maintained for commercial purposes and provided further that this is expressly subject to the Association's right to regulate the keeping and maintaining of household pets including the total ban on such pets if the Association shall deem it necessary or desirable.

Section 9.4 Outside Antennas and Satellite Dishes. No outside radio or television antennae shall be erected on any Detached Lot or Townhome Unit within the properties unless and until permission from the same has been granted by the Board of Directors of the Association or its architectural control committee. Satellite dishes must be approved as to size and location by the Board or Architectural Committee prior to their installation.

Section 9.5 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Detached Lot or Townhome Unit at any time as a residence either temporarily or permanently.

Section 9.6 Signs. No sign of any kind shall be displayed to the public view on any Detached Lot or Townhome Unit except that one sign of not more than five

square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sale.

Section 9.7 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in, or under any Detached Lot or Townhome Unit.

Section 9.8 Garbage and refuse disposal. No Detached Lot or Townhome Unit shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Association shall provide a dumpster for use by the Townhome Unit owners. Townhome Unit owners shall be responsible to dispose of their trash in said dumpster. Owners of the Detached Homes shall be responsible for their own trash removal. Trash cans for Detached Homes shall be responsible to store their trash cans out of sight from the road. Trash cans can only be placed on the street the night before scheduled trash pick-up and must be returned to be out of sight of the road by no later than 10:00 am on the day following trash pick-up.

Section 9.9 Lawful Use. No unlawful use shall be made of the common area, any Detached Lot, or Townhome Unit, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 9.10 Alterations. Nothing shall be altered or constructed in or removed from the exterior of the Townhome Units or common area except upon the written consent of the Association.

Section 9.11 Rules of the Common Area. The Board is authorized to adopt rules for the use of the common areas and such rules shall be furnished in writing to the Owners. All such use of the common areas shall be subject to said rules as adopted.

Section 9.12 Sports and Apparatus. No basketball backboard standards, basketball goal, or fixed sports apparatus shall be placed on any Detached Lot or Townhome Unit or Common Area. No trampolines or play sets are permitted except as approved by the Association or architectural review committee and which are kept in the back yard.

Section 9.13 Repair of Vehicles. No vehicles under repair of any type shall be permanently or temporarily parked within the development, on any Detached Lot or Townhome Unit, in the Common Area, or on any limited common element unless kept in a garage. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being repaired.

Section 9.14 Each Owner shall keep his Detached Lot or Townhome Unit in a neat and orderly condition. Garage doors must be closed at all times except when a vehicle is entering or leaving said garage or when an individual is involved in some activity directly involving the garage.

Section 9.15 Recreational Vehicles, Boats, Campers. There shall be no parking of recreational vehicles, such as gators, including, but not limited to camping trailers, boats, boat trailers, motor homes, all terrain vehicles, within the development unless the same are parked in the garage with the garage door closed.

Section 9.16 Commercial vehicles, cargo trailers, boat trailers, and utility trailers may not be parked in the development overnight or for longer than four consecutive hours except that owners of a Detached Home may park one commercial vehicle or trailer in their garage so long as it fits with the garage door closed. In addition, commercial trucks can be parked in the development while actively engaged in work on a Lot or Townhome Unit.

Section 9.17 All curtains, draperies, or shades shall exhibit a white backing to the outside.

Section 9.18 Notwithstanding anything to the contrary, prior to the termination of Class B Membership, Declarant, its agents, employees, contractors, successors and assigns shall be permitted to maintain such facilities as in the sole opinion of the Declarant may be reasonably required or convenient to the construction, sale, or rental of a Lot or Townhome Unit, including, but not limited to a sales trailer.

Section 9.19 The Leasing of any Townhome Unit or Detached Home is prohibited unless the following requirements are met: Any lease or rental agreement for a Townhome Unit or Detached Lot must be in writing and filed with the Association. All such leases shall be subject to the terms of this Declaration and must have an initial term of at least six (6) months. No rentals of Detached Lots or Townhome Units are allowed for terms less than six (6) months. The Association may not charge the owners of any rented Townhome Unit or Detached Lot any assessments at a higher rate than units or homes which are not rented, and shall not charge any fees for rentals. All leases must provide that the Tenants agree to be subject to the restrictions in this Declaration, and will be personally liable, in addition to the Owner, for any violations thereof, including but not limited to fines. Notwithstanding any other provision of this Declaration allowing amendments to this Declaration, the terms of this Section 9.20 can only be amended by the Declarant and may not be amended by the owners.

Section 9.20 No ornamental wreaths or lighting shall be maintained on any Detached Lot or Townhome Unit longer than thirty (30) days in any calendar year.

Section 9.21 No vehicles, trailers, or other equipment may be parked on lawns or in the common area.

Section 9.22 No above ground pools are allowed.

Section 9.23 No wood fencing is allowed. All fences must be constructed of vinyl or black metal and require the approval of the Association or architectural review committee as to height, design and location.

Section 9.24 Garages may only be used for the parking of cars, trucks, or other vehicles and may not be used for any other purpose.

Section 9.25 Guns. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

Section 9.26 Tents, Trailers and Temporary Structures. Except as may be permitted by the NCC during initial construction within the Properties, no tent, utility, shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties.

Section 9.27 Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

Section 9.28 Tree/Shrubbery Removal. Except as may be permitted by the Board during initial construction within the Properties, no trees or shrubbery shall be removed, except for diseased or dead trees or shrubbery.

Section 9.29 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 9.30 Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air condition units may be installed in any Unit.

Section 9.31 Lighting. Except for seasonal holiday decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration. Maintenance of attached porch lights shall be the responsibility of the Owner.

Section 9.32 Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties.

Exterior sculpture, fountains, flagpoles, flags and similar items must be approved in accordance with Article XI of this Declaration.

Section 9.33 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 9.34 Playground Equipment. No playground equipment, including but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be allowed upon the Common Area except those (if any) installed by the Declarant or its Assigns to be used by all the residents.

Section 9.35 Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charge assessed against his/her respective Residential Unit and the utility charges for said Residential Unit.

Section 9.36 Yard Sales. Yard sales shall not be permitted, either within a unit or upon any portion of the Common Area without the prior written consent of the Board of Directors.

Section 9.37 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, including the Residential Units and Common Area, provided such rules and regulations are not inconsistent with this Declaration.

#### ARTICLE TEN

##### EASEMENTS, ENCROACHMENTS, COMMON AREA

Section 10.1 Easements for Utilities. Easements for installation of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements.

Section 10.2 Common Areas. The Common Area shall be conveyed to the Association in fee simple for the use, enjoyment, and convenience of all Owners. Each Detached Lot or Townhome Unit is hereby declared to have, subject to the provisions of this Declaration a non-exclusive easement over all the Common Areas for the benefit of such Detached Lot or Townhome Unit, the owners of such Detached Lot or Townhome Unit and each of them, and for their respective families, guests, invitees and contract purchasers, for recreation and other appropriate intended purposes, and uses and without limiting the generality of the foregoing, for ingress and egress over and through



the common areas, subject to the right of the Association to adopt reasonable rules and regulations for such use. In furtherance of the establishment of this easement, the individual grant deeds and mortgages to each Detached Lot or Townhome Unit may, but shall not be required to, set forth the foregoing easement. Except as otherwise provided for by this Declaration, the Common Area may be alienated, released, transferred, or otherwise encumbered only with the written approval of all owners and each holder of a first mortgage of each Detached Lot or Townhome Unit.

Section 10.3 Encroachment for Townhome Units. Each Townhome Unit, and all lands in the common area, are hereby declared to have an easement over all adjoining lots, units and common area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a Townhome Unit, or any other similar cause, in the encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachment so long as they shall exist, and the rights and obligations of owner shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful act or acts with full knowledge of said Townhome Unit owner. In the event a structure on any Townhome Unit is particularly or totally destroyed, and then repaired or rebuilt, the owners of each Townhome Unit agree that minor unintentional encroachments over adjoining Townhome Units shall be permitted, and there shall be valid easements for the maintenance of said encroachments so long as they shall exist as well as a right of entry to repair and replace.

Section 10.4 Association Functions. There is hereby reserved to Declarant, any successor to Declarant, and the Association, or the duly authorized agents, representatives and managers, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration and the other GENERAL'S LANDING.

Section 10.5 Covenants Running with Land. Each of the easements provided for in this Declaration shall be deemed to have been established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the lots and units, and common areas as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which is the subject of this Declaration.

Section 10.6 Subject to Prior Utility Easements. Notwithstanding anything herein expressly or impliedly to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities, sewers, television, drainage, and similar facilities that are necessary or appropriate for the development of the properties.

Section 10.7 Utility Easements, Duties and Rights. The rights and duties of the owners of Detached lots and Townhome units with respect to sanitary sewers and water, electricity, television, gas and telephone, shall be governed by the following:

(a) Whenever sanitary sewer house connections and/or water house connections or electricity, television, gas or telephone lines are installed within the properties, which connections or any portion thereof lie in or upon property owned by others, then the owners of the properties served by said connections, shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon Detached lots and/or Townhome units or to have the utility company enter upon the Detached Lots and/or Townhome Units in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

(b) When sanitary sewer house connections and/or water house connections or electricity, television, gas or telephone lines are installed within the properties, which connections serve more than one Detached Lot or Townhome Unit, the owner of each Detached Lot or Townhome Unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his Detached Lot or Townhome Unit.

## ARTICLE ELEVEN

### GENERAL PROVISIONS

Section 11.1 Enforcement. The Association, Declarant, or any owner shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. The expense of enforcement shall be chargeable to the owner of the Detached Lot or Townhome Unit violating the provisions hereof and shall constitute a lien on the Lot or Townhome Unit collectable in the same manner as a annual assessment. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event constitute a waiver of the right to do so thereafter. Any Detached Lot or Townhome Unit shall likewise have a right of action against the Association for failure to comply with its duties.

Section 11.2 Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 11.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. The Declaration may be amended during the first 30-year period by an instrument signed by not less than seventy percent (70%) of the Lot or Townhome Unit owners, provided that no amendment shall alter any obligation to pay ad

valorem taxes or assessments for public improvements as herein provided, or effect any lien for the payment thereof established herein. Any amendment must be properly recorded to be valid. Notwithstanding the above, Declarant reserves the right to amend this Declaration unilaterally without the consent of any other owners for so long as Declarant owns any Detached Lot or Townhome Unit within General's Landing and for period of ten (10) years after the Declarant last owns any Detached Lot, Townhome Unit, or property within the Development or property to be annexed to the Development, whichever is longer. Furthermore, notwithstanding the above, no amendment to this Declaration shall be effective so long as there is Class B Membership unless the Declarant has executed the Amendment in writing.

Section 11.4 Headings and Interpretation.

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

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

ARTICLE TWELVE

ANNEXATION AND/OR ADDITION OF OTHER AREA TO PROPERTY

Section 12.1 General. Declarant may annex additional property to this Declaration and the Homeowners Association.

No provision of this Declaration shall be construed to require the Declarant or any other person or entity to annex any real property to the scheme of this Declaration nor shall any provision to the scheme of development prohibit any real property whether or not included within the description contained in the exhibits attached hereto owned by Declarant or any other person from being subjected to another Declaration or scheme of development. The community contemplated by this Declaration including parcels of grounds to be annexed hereto may include a diversity of housing types and styles.

Section 12.2 All annexation of additional property will be completed within twenty (20) years from the recordation of this Declaration.

Section 12.3 Method of Annexation. The additions authorized herein shall be effectuated by the recordation of a supplemental declaration. Such supplementary declaration shall be executed by the Declarant and the owners of real property sought to be annexed to the scheme of this Declaration by the recordation thereof of said supplementary declaration and a description of said property to be annexed.

(a) The supplementary declaration referred to herein shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the supplementary declaration to the scheme of this Declaration and extend the jurisdiction of the Association to cover the real estate so described therein. The supplementary declaration may contain such complimentary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics or development approaches to which the annexed land or parts thereof may be subjected to.

(b) Owners, including those owners of Detached Lots or Townhome Units in the annexed area, upon recordation of any supplementary Declaration, shall have a right and non-exclusive easement for enjoyment in and to the common area within the real property so annexed, in accordance with the provisions of such common area in the supplementary Declaration and the original documents and an obligation to contribute to the cost of improvement, operation of such supplementary Declaration and the original documents and an obligation to contribute to the cost of improvement, operation and maintenance of such common area within the annexed lands and the original area in like manner as if such common area had been originally located within the properties as described in Exhibit "A" to this Declaration subject to this Declaration subject to such amendments to this Declaration as may be necessary.

(c) Any supplementary Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any supplementary declaration in accordance with the provisions thereof and subject to the provision of such supplementary declaration, the real property described therein shall be subject to the provisions of this Declaration and all of the applicable General's Landing documents, the jurisdiction of the Association pursuant to the terms of this Declaration, the By-Laws, and the Articles.

Section 12.5 Membership in Association. Upon the recording of any supplementary declaration, those Detached Lots or Townhome Units contained therein shall become members of the Association obtaining all rights due members of the Association and becoming liable for all assessments and fees as set forth herein and/or in the Supplemental Declaration.

Section 12.6 Substantial Completion. All improvements on any future phase will be substantially complete prior to annexation and such improvements will be consistent with the initial units in terms of quality and construction.

Section 12.7 Common Area. All common area in any annexed property will be deeded to the Association in fee simple to be held in accordance with this Declaration.

ARTICLE THIRTEEN

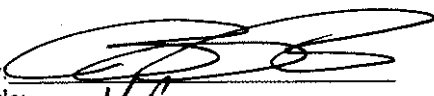
RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS

The holder, insurer or guarantor of the first mortgage on any Detached Lot or Townhome Unit shall be given notification in writing by the Association upon its sending to the Association a written request stating its name, address of the Detached Lot or Townhome Unit it has the mortgage on, of any of the following actions: Any condemnation or casualty loss that affects either a material portion of the project or the unit Detached Lot or Townhome Unit securing its mortgage; any sixty-day delinquency in the payment of assessments or charges owed by the owner of any Detached Lot or Townhome Unit on which it holds a mortgage; a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owner's Association; and any proposed action that requires the consent of a specified percentage of eligible mortgage holders. In addition, the holder of a first mortgage shall be entitled upon written request to a financial statement for the immediately preceding fiscal year.

IN WITNESS WHEREOF, we have hereunto executed this instrument on this the 3<sup>rd</sup> day of October, 2018.

"DECLARANT"

BLUE SKY CONSTRUCTION, INC.

By   
Title: V.P.

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Brian Burns, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Vice-President of Blue Sky Construction, Inc., and he as such Vice-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 Vice-President.

WITNESS MY HAND and official seal at my office on this the 3<sup>rd</sup> day of October, 2018.

My commission expires: 2/27/21

  
NOTARY PUBLIC



Exhibit "A"

BEING Lot Nos 1, 2, 3, 4, 5, 6, 7 and 8 on the Final Plat of General's Landing on plat of record in Plat Book 42, page 125 in the Register's Office of Rutherford County, Tennessee and Townhome Units A1, A2, A3, A4, A5, A6, A7, A8, B1, B2, B3, B4, B5, B6, B7, and B8 of General's Landing Townhomes on plat of record in Plat Book 42, page 127 in said Register's Office and the

BEING a portion of the same property conveyed to Blue Sky Construction, Inc., a Tennessee corporation, by deed of record in Record Book 1477, page 2639 in the Register's Office of Rutherford County, Tennessee.