

**RESTATEMENT OF THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR
CROWN HARBOR AT NICK A JACK SHORES & RESORT**

This Restated Declaration of Covenants, Restrictions and Easements for Crown Harbor at Nick A Jack Shores & Resort, (known herein as the “Restated Declaration” or simply the “Declaration”), adopted and executed on this 8th day of June, 2021, by **Tennessee Funding, LLC**, a **Tennessee limited liability company**, (“Declarant”).

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of all of the Lots, Common Area and roads as appear on the plats of record at Plat Book 6, pages 250, et seq., and Plat Book 6, pages 236, et seq., Register’s Office, Marion County, Tennessee, which plats are incorporated herein by reference thereto, (“Crown Harbor Plats”), by virtue of the vesting deeds of record at Book 501, pages 60, et seq., and Book 543, pages 1330, et seq., Register’s Office, Marion County, Tennessee, (“Property”);

WHEREAS, the lots are as noted and enumerated on the Crown Harbor Plats, (“Lots”), and many of the Lots referenced above, were originally encumbered by that certain Declaration of record at Book 380, pages 1013, et seq., Register’s Office, Marion County, Tennessee, (“First Declaration”);

WHEREAS, by virtue of that certain Assignment of Declarant Rights under Declaration, Amendment of Declaration and Amendment of By-Laws for Rarity Club at Lake Nickajack, (“Assignment”), of record at Book 501, pages 462, et seq., Register’s Marion County, Tennessee, Tennessee Funding, LLC, a Tennessee limited liability company, is the duly and lawfully designated Declarant with regard to the First Declaration as supplemented and amended, (the First Declaration, and all supplemental declarations, amendments and assignments thereto, except those abrogated, sometimes collectively known herein as the “Original Declaration”);

WHEREAS, the establishment and ratification of Tennessee Funding, LLC, as Declarant under the Original Declaration, is further evidenced by that certain Amended Order of record at Book 504, pages 44, et seq., Register’s Office, Marion County, Tennessee, (“Order”); and,

WHEREAS, under Article 15, of the Original Declaration and otherwise by order, Declarant may unilaterally amend the Declaration for any purpose.

This instrument prepared by:
LOONEY, LOONEY & CHADWELL, PLLC
156 Rector Avenue, Crossville, Tennessee 38555

NOW THEREFORE, for and in consideration of the premises, and mutual benefits accruing to Tennessee Funding, LLC, and to the existing owners and subsequent purchasers of the Property, Tennessee Funding, LLC, does hereby declare said real Property to be subject to the following covenants, (sometimes known herein as "Declaration" or "Restrictions"), said covenants to run with the title to said Property, it being the intent of Declarant to restate, in its entirety, the Original Declaration. Said covenants and Restated Declaration shall be binding on and inure to the benefit of Tennessee Funding, LLC, its successors and assigns, and shall be binding on and inure to the benefit of the grantees of all deeds conveying a lot or tract of the Property to any owner thereof, as well as their heirs, successors and assigns, and shall encumber all Lots previously conveyed on the Crown Harbor Plats as well as all Lots on the Crown Harbor Plats owned by Declarant. (The Property, as subdivided on the Crown Harbor Plats, is denominated variously as "Crown Harbor" and "Crown Harbor at Nick A Jack Shores & Resort", and known sometimes herein as the "Subdivision.") Said restated covenants are and shall be as follow:

I. PERMITTED AND PROHIBITED USES

1. Lots may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Parcel; (b) the activity conforms to all zoning requirements for the Property; (c) the activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Property; (d) the activity does not increase traffic or include frequent deliveries within the Property; and (e) the activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Declarant or Association.

2. No more than one dwelling shall be constructed on any lot as platted. However, and notwithstanding the foregoing, where an owner has already substantially completed his or her residence on the subject lot, he or she may also construct a guest house subject in every way to these Restrictions except that said guest house shall have no fewer than 1,300 heated square feet. The right hereunder to build a guest house shall not give rise, by implication or otherwise, to any right to re-subdivide the subject lot. Additionally, and notwithstanding the foregoing, a guest house, and any other accessory buildings and garages, may only be constructed and created where such can be accomplished within the regulatory guidelines of the relevant utilities, and only where permitted within the setback requirements. Guest houses and all other structures shall be

subject to the same architectural requirements and exterior design and materials as the main residential dwelling.

3. Free standing garages and accessory buildings may be constructed but shall not be used for permanent or temporary residence purposes. The design of all such garages and accessory buildings shall be in keeping with the architectural theme of the main house as determined by the Architectural and Landscape Control Committee ("Committee"), and such further terms and provisions set forth hereafter.

4. Except for guest houses, no dwelling unit shall be constructed having total heated area, exclusive of garage, covered walks and open porches of less than three thousand (3,000) heated square feet if on a Lot adjacent to Nickajack Lake, and one thousand eight hundred (1,800) heated square feet for all other Lots.

5. Recreational facilities such as swimming pools, tennis courts, playhouses and similar structures shall be set back a reasonable distance from property lines and screened for abutting or adjacent building sites and public roads. No outdoor or security lighting shall be permitted unless it is designed and located in such a way as to cast substantially all of the light within the building site wherein it is located.

6. All propane tanks and other such tanks shall be either screened from the road and adjoining lots or buried.

7. All trucks, trailers, boats, boat trailers, and habitable motor vehicles of any nature, (except pick-up trucks one ton or smaller in size), kept on or stored on any part of the property for more than thirty days of any calendar year shall be screened in such a way as not to be obviously visible from the road or adjoining property, except during the construction phase of any building.

8. No sign of any character shall permanently be displayed or placed upon any part of the property except a sign identifying the residence and owner, the dimensions and design of which shall be subject to the regulations of the Architectural and Landscape Control Committee. Mailboxes shall comply in dimension and design to the regulations of the Architectural and Landscape Control Committee. Additionally, "For Sale" signs, whether those of real estate brokers or "for sale by owner" are not permitted on the Property without the express written permission of the Declarant, the giving of which permission being within the sole and unfettered discretion of the Declarant.

9. Household pets, such as dogs and cats, may be kept or maintained in reasonable numbers solely as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. Kennels, pens or other facilities wherein such pets are

kept shall be set back from property lines and adequately screened so as not to be a nuisance to the residents of abutting or adjacent lots. No fence of any type shall be permitted on any part of the Property, or any Lot thereof, unless approved by the Declarant or the Committee, the approval of which is within the sole and unfettered discretion of the Declarant and Committee.

10. No animal or fowl husbandry, commercial or non-commercial, shall be conducted on the property.

11. No weeds, garbage or refuse piles, trash or other unsightly materials or objects shall be allowed to be placed or suffered to remain on any part of any lot, including vacant building sites, except, with regard to weeds, only where weeds are not allowed to be removed under the Vegetation Management Plan of TVA.

12. When construction of any building is once begun, work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve months from the day construction has begun.

13. No property owner will do or permit to be done any act upon his property which may be or is or may become a nuisance to other property owners or residents.

14. The discharge of firearms on the Property is prohibited except where permitted by law for the purpose of self-defense.

15. With the exception of rights reserved to Declarant herein, no lot or tract in the subdivision shall be further subdivided by any owner. However, the owners shall have the right to adjust the boundary lines between their lot and adjoining lots as long as no new lots are created.

16. Dedicated rights of way easements are expressly reserved for creation, construction and maintenance of roadways, utilities, storm water ways and sewers and any other uses deemed necessary or expedient for the public health or welfare. Maintenance of right-of-ways, roadways and storm drains will be the responsibility of the Association. All roads, easements, utility easements and setbacks as appear on the Crown Harbor Plats are for the use and benefit of all Declarant, all owners and the Association, and easements for drainage, utilities, ingress, egress and access are hereby imposed upon on the same.

17. As soon as construction of any house or other improvement has been completed, the owner of the lot shall clear and remove all stumps, logs, limbs and other debris from the lot.

18. No mobile homes, double-wide, or temporary housing of any type shall be located on any parcel.

19. No exposed concrete block structures or metal buildings shall be constructed on any lot unless covered with brick, wood, stucco, or other materials approved by the Committee, and all exterior colors must be those approved in advance by the Committee.

20. No lot shall be used for any commercial purpose, including, but not limited to public campsites.

21. No tents, mini-homes, recreational vehicles, campers or any other form of temporary or movable shelter may be erected or used for human habitation on any Lot. Campers and recreational vehicles of all types may not be stored on any Lot, unless placed in a garage or shielded from view by a structure or fence, which structure or fence may not be installed without the prior written approval of the Committee.

22. All automobiles, trucks, motorcycles and other vehicles shall be muffled in such a way that their operation within the subdivision does not constitute a nuisance.

23. Construction, placement, affixation and building of any house, garage, structure, improvement, fixture or building within the setback areas, as defined or denoted on the Crown Harbor Plats, is prohibited. Setbacks, unless otherwise noted on the Crown Harbor Plats, are twenty-five (25) feet from the front Lot line; and fifteen (15) feet from the side and rear Lot lines.

24. Each lot owner will be required to keep telephone and electrical service, and all other utility services, underground from the road to the house. No above ground wiring and utilities will be permitted.

25. No inoperable vehicles will be allowed to be parked on a lot for more than fifteen (15) days. No vehicle will be allowed on any lot on jacks or blocks for more than three (3) days.

26. Common Areas, as indicated on the Crown Harbor Plats, are for the use of all property owners of the Subdivision. Rules and uses will be published separately and are incorporated herein by reference as amended.

27. All hiking trails, and specified natural common areas will be for the

use of property owners, except that Declarant may grant use of the same to other parties. Rules will be published separately, and are incorporated herein prospectively, by reference as amended.

28. Off-road motorcycles and off-road motorized vehicles are prohibited in the subdivision. All forms of all-terrain vehicles and side-by-sides are prohibited in the subdivision with the exception of such vehicles, having four or more wheels, used exclusively for yard or Lot maintenance purposes. Notwithstanding the foregoing, golf carts are permitted, but must be operated within the rules promulgated by the Declarant and the Association.

29. Residences and guest houses may be leased or rented by the owners thereof for short term rental periods upon such terms and conditions as the owner and lessee may agree, so long as such terms and conditions are not inconsistent with the terms and conditions of this Declaration. However, the term of all such leases or rental periods must be at least seven (7) consecutive days, and no less. All lessees, regardless of the term of the lease or rental period shall be subject to this Declaration.

30. Notwithstanding any term or provision in the Declaration, as supplemented and amended, to the contrary, the Town of Jasper shall not be responsible for any costs or expenses related to the installation, maintenance and replacement of fixtures, lines and related equipment, including, without limitation, pumps, grinder pumps, tanks, meters, valves and connection lines from the home or improvement, upon or across the Lot or tract, to the public collection line. All such costs and expenses, including any applicable tap fees and service fees, shall be paid by the owner of each such Lot or tract. Stated another way, and to avoid confusion, the costs and expenses for the installation, maintenance, repair and replacement of all fixtures and equipment within the boundaries of the Lots or tracts shall be that of the owner of said Lots or tracts, and not the Town of Jasper. Additionally, in the event that the owner damages or destroys fixtures or lines, whether on the owner's Lot or outside the boundaries of the Lot or tract, the individual who caused the damage or destruction shall be responsible for all repair and replacement costs. The potential owner is purchasing a Lot serviced by a STEP sewer system that requires a pump, tank and other fixtures as described in the paragraph above, and the owner shall be solely responsible for the cost and expense of the purchase, installation, maintenance, repair and replacement of the same, as part of his or her construction costs and ongoing maintenance and replacement costs, for which the Town of Jasper is not responsible.

31. Declarant may, within its sole discretion, develop its own Master Plan for the Property, including, without limitation, with regard to all or any portion of the real property described on Exhibit "A" of the Declaration or otherwise; and Tennessee Funding, LLC, its successors and assigns, is not bound, and cannot be held to

be bound, or in any way obligated, to the original Master Plan for Rarity Club at Lake Nickajack. Any Master Plan developed by Tennessee Funding, LLC, is subject to abrogation and revision at any time and without notice. And, further, to the extent that a Master Plan, if any, is prepared, it is aspirational in character, and may be amended from time to time and is not binding upon the Declarant.

32. Owners may only remove vegetation, or otherwise trim, cut or prune vegetation, along the shoreline of the Lake as permitted by, and in strict accordance with the Vegetation Management Plan promulgated by TVA. No alteration or disturbance of any kind or type whatsoever is permitted along the shoreline and in the Shoreline Protection Zone unless, or except as, permitted by the Vegetation Management Plan. Further, all owners, whether their Lot is located on the shoreline or otherwise, must abide by all TDEC rules, laws and regulations, including, without limitation, those regarding silt fencing, erosion control, storm water runoff, and all TDEC stream management plans. Further, all owners must comply with all applicable laws, rules, guidelines and standards promulgated by the Tennessee Valley Authority, ("TVA"), including without limitation, those set forth by TVA for properties and Lots adjoining Nickajack Lake, and as also set forth by TVA for flowage easements, park areas and recreational areas.

33. It is acknowledged that Declarant, and other companies in common ownership by or with Declarant, own additional tracts or parcels of real property in Marion County, Tennessee, some of which adjoin, or are adjacent to, the platted property, ("Additional Property"). All of such Additional Property shall remain the privately owned and sole and exclusive property of Declarant and said companies, and neither this Declaration nor any supplemental declarations, nor the plats in connection with the same, shall in any way apply to such Additional Property unless at a later time the same shall be included under the provisions of the Declaration or a supplemental declaration as provided herein. Further, Declarant shall have the right, but not the obligation, to bring within the plan of this Declaration any real property now owned or obtained or developed in the future by Declarant. Declarant shall retain, reserve and have the sole option of declaring what property or properties, whether within the original tract of which the platted property is a part, or otherwise, are hereafter subjected to this Declaration, and the covenants or restrictions to which such property may be subject. No one other than the Declarant, its successors or assigns, shall have the right to subject any property to this Declaration or to cause any property to be entitled to the benefits arising hereunder. At its sole and unfettered discretion, Declarant, its successors and assigns, may permit or allow all or any portion of the Additional Property to use or have the full benefits of the Common Areas of the Property described herein, including, without limitation, use of the roads, lake, trails, ponds and streams.

34. Declarant reserves the sole and absolute right to abrogate, restate, amend, revise, change or modify any part of this Declaration and each of the restrictions

and covenants contained herein so long as it owns one platted lot in the Subdivision or in the Additional Property.

35. Declarant reserves the following rights and uses as to all Lots owned by the Declarant and with regard to the Common Properties Common Areas, regardless of whether any of the same have been conveyed to the Association:

a. The right to complete improvements indicated on the Plat.

b. The right to make parts of the Property subject to a condominium or townhome regime or multifamily living units, except that timesharing is prohibited.

c. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the contractor of any home to maintain during the period of construction and sale of said home upon such portion of the premises as Declarant deems necessary, such facilities, as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction of sale of said home, including, but without limitation, a business office, storage area, construction yard signs, model units and sales office. Notwithstanding the forgoing, such contractor signage is subject to the requirements and rules of the Declarant, as Declarant may promulgate, amend and revise within its sole and absolute discretion. "For Sale" by the contractor, other than that of Declarant, are prohibited.

d. The right to perform repairs and construction work, and to store materials in secure areas, in Lots and in Common Areas, and the further right to control all such work and repairs, and the right to access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Association. The Declarant has such an easement through the Common Areas as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Declarant Rights. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development for the Property.

e. The right of Declarant to post signs and displays in the Common Areas to promote sales of homes and to conduct general sales activities in a manner as will not unreasonably disturb the rights of Owners.

f. The right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. Declarant reserves the right to remove from the Property any and all goods and improvements used in the Property, marketing and construction, whether or not they have become fixtures.

36. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant contemplated under this Declaration or the exercise of any rights of Declarant provided in this Declaration, Declarant shall not be liable to any owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against the Association, an owner or such other person and arising out of or in any way reacting to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld, and any exercise of any right of Declarant provided herein.

37. Declarant may convey to the Association additional real estate, improved or unimproved, upon conveyance or dedication to the Association, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

38. No provision of this Declaration shall be construed to require the Declarant to add any real property to the scheme of this Declaration. Also, unless otherwise permitted by this Declaration, there shall be no judicial partition of the Common Areas. No person shall seek judicial partition of any Common Area.

39. Declarant reserves and is hereby granted the right in case of any violation or breach of any or the restriction, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition, that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Declarant and Declarant shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Declarant to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed taken or held to be a waiver therefore or acquiescence in or consent to a continuing, further or succeeding breach or violation thereof, and Declarant shall at any and all times have the right to enforce the same.

40. Neither the Association, the Board or any Lot owner may take any action or adopt any rule which will interfere with or diminish any of Declarant's rights or reservations provided in this Declaration without the prior consent of the Declarant. All of the provisions of this Declaration are specifically and expressly subject to the rights of Declarant, and in the event there is any conflict with any part of this paragraph with any other provisions of this Declaration, the provisions of this paragraph shall prevail. This Declaration shall be liberally construed to protect the rights of Declarant set out herein.

41. With respect to any property owned by Declarant that is not made subject to this Declaration, no negative reciprocal covenants or implied or equitable covenants or easements shall be created by virtue of any written material which is not of record in the Register's Office of Marion County, Tennessee, and executed by Declarant. Brochures, advertisements, unrecorded plats, course of trade, existing development, by way of example not by limitation, shall not be construed as legal documents, writings or implications that purport to create any legal right. Declarant has reserved all rights to Declarant's remaining property, without restrictions from existing and future property owners.

42. This Restated Declaration replaces the First Declaration in its entirety, and, where a conflict, if any, arises between the First Declaration, or its supplements and amendments, and this Restated Declaration, this Restated Declaration shall control. Items, covenants, restrictions, terms and provisions addressed in the First Declaration, as amended or supplemented, but not addressed in this Restated Declaration, are deemed to be intentionally deleted. To the extent that the First Declaration, as amended or supplemented, encumbered any real property other than the Property defined herein, the encumbrance of the same is hereby removed as if never created.

II. NICKAJACK LAKE

1. Access to and use of Nickajak Lake shall be strictly subject to the Lake Use Restrictions promulgated by the Declarant or the Association, and no person shall gain any right to enter or to use Nickajak Lake or gain access to Nickajak Lake from the Property other than by virtue of membership in the Association, by an agreement with the Association, by ownership or occupancy of a Lot, or by the express permission of Declarant. Although ownership or occupancy of a Lot shall not ensure that a right to access Nickajak Lake from the Property exists, each owner of a Lot acknowledges and agrees to strictly abide by the Lake Use Restrictions. Any person, including, without limitation, any owner, occupant of any Lot, or tenant, guest or invitee of any owner gaining access to or using Nickajak Lake from the Property for any purpose shall assume the risk of such use. Under no circumstance shall the Declarant, the Association, any builder, or any person acting on their behalf assume any liability for use of Nickajak Lake by an owner, is invitees, or licensees, or by any other person who has access rights to Nickajak Lake by virtue of agreement with the Association, its invitees or licensees.

2. Neither the Declarant nor the Association guarantees or represents that any view over and across Nickajak Lake, the Common Area, any recreational facilities, or any vistas from Lots will be preserved without impairment. The Association and the Declarant shall have: (i) no obligation to take any actions including but not limited to pruning or thinning trees or other landscaping to provide visibility of Nickajak Lake or of any other vista, and (ii) the

right to add or remove trees and other landscaping adjacent to Nickajak Lake or any other portion of the Property.

3. Owners of a Lot with boundaries bordering Nickajak Lake, ("Lakeside Parcel"), shall be restricted and prohibited from attaching to the Property any facility where boats or any other type of watercraft can be launched, retrieved or moored, ("Boat Docks"). Boat Docks, and all other structures and fixtures attached to, or extending from, a Lakeside Parcel into the Lake, are strictly prohibited. Owners of Lake Parcels shall also comply with rules and restrictions set forth by TVA regarding the use of Nickajak Lake, and other matters, as applicable. Owners shall be responsible for protecting and maintaining the shoreline from erosion into Nickajak Lake. If erosion occurs, the Association shall have the right, but not the obligation, to repair the erosion and charge the costs of the same to the Owner as an assessment specific to that owner, regardless of the amount of said cost.

III. ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

1. All plans for any and all buildings, improvements and structures and any additions to existing structures, the lot landscaping plan which will include any tree removal, all walls, fences, swimming pools, tennis courts and recreational facilities must be presented to and approved by the Architectural and Landscape Control Committee (known sometimes herein as the "Committee") in writing prior to the commencement of any construction, affixation or placement. The approval by the Committee shall not be unreasonably withheld. All fixtures, improvements, residences and structures on all Lots are subject to review by the Committee, and require its approval, prior to construction, excavation, affixation or placement of any type. The Committee may promulgate and publish, and amend, from time to time, rules, guidelines and requirements as it deems appropriate in its reasonable discretion, which rules and guidelines shall have the same force and effectiveness as these covenants.

2. The Architectural and Landscape Control Committee shall consist of not less than three (3) nor more than five (5) members. Declarant shall have the exclusive right to appoint the members of the Committee and may appoint one or more of the partners or members of Declarant as member(s) of the Committee. At any time, Declarant shall have the right to transfer to the Association the power and authority to appoint the members of the Committee, and to establish rules and regulations pertaining to the Committee's authority and function. In any event this transfer of authority shall occur no later than the date on which seventy-five percent of the parcels in the Property, and, if supplemented, the Adjoining Property, have been sold. Additionally, the Committee may charge and assess reasonable fees for its review and for the retainage of third-party professionals, such as architects and engineers, in the review process.

3. The Committee shall approve or disapprove plans submitted to it within sixty (60) days after an application has been made to the Committee, or if it fails to act, or request modifications or additional information, within the said sixty (60) days, the applications shall be deemed to have been approved. The Committee shall have plenary power and authority to establish such rules and guidelines as it deems appropriate, within its sole and unfettered discretion, for all matters contemplated within paragraph 1 of this Article III. Owners must use one of such mailboxes as designated by the Committee.

IV. CROWN HARBOR PROPERTY OWNERS ASSOCIATION

1. As soon as Declarant deems, in its sole and unfettered discretion, that a sufficient number of parcels have been sold, or eighty percent 80% of the parcels have been sold, whichever occurs first, Declarant shall activate a Property Owners Association (known sometimes herein as the "Association") for the purpose of maintaining the standards and enforcing the restrictions contained in this Declaration, and for such additional purposes as its membership shall from time to time deem necessary or proper. Said Association shall be known as the Crown Harbor Property Owners Association, but may be organized as a corporation or an unincorporated association. All owners of parcels within the Property shall, by acceptance of their deeds, be required to become members of the Association and shall be subject to its rules and regulations. Each platted parcel within the development shall have one (1) vote. Declarant, its successors and assigns, shall have ten (10) votes for each lot that it owns.

2. The Association shall have, in addition to those powers and authority contained elsewhere in the Declaration, and not by way of limitation or restriction, the following powers and authority:

- (a) To enforce and provide for the enforcement of the covenants contained herein;
- (b) To maintain and provide for any and all common areas within the development, to pay all property taxes on them, and to maintain property and liability insurance on them;
- (c) To provide for the common protection and security of the development;
- (d) To assess and collect from the members such sums as may be necessary or proper to maintain the entrance sign, pay county taxes, pay property and liability insurance, and do property maintenance in the common areas. However, in no

event shall the Association have the right or authority to increase any annual assessment by greater than 25% unless such additional charges are authorized by the vote of at least sixty percent (60%) of the owners of lots who are entitled to vote.

(e) Assessments and charges if not paid within thirty (30) days following notification shall constitute a lien on the subject parcel which lien shall also secure all costs including reasonable attorney fees incurred by the Association in connection with the collection of the assessment or enforcement of the lien.

(f) The Association shall have the power and authority to adopt rules and regulations by a seventy-five (75%) percent vote of its members which shall be binding and enforceable against all of the members, but only after Declarant has, by recorded memorandum, relinquished its status as Declarant.

(g) When Declarant desires to activate the Association, it shall give all of the then owners of parcels in the subdivision written notice of that fact, shall give all owners a copy of the proposed by-laws of the association, and shall give all owners notice of the day of the first meeting of the Association. At the said first meeting, said by-laws will be approved and adopted by the members subject to any changes in said by-laws by the vote of seventy-five (75%) percent of the owners. The initial officers of the Association shall also be elected at the first meeting. Subsequent to the adoption of by laws and election of officers of the Association, Declarant shall have no further responsibility or liability for the maintenance or payment of any signs, lake, ponds, boat docks, spillway, dams, roads, common areas, and county taxes or property taxes or property and liability insurance, or any other costs and expenses related to the Subdivision. Such responsibility shall be the sole responsibility of the Association.

(h) At no time shall Declarant be responsible or liable for payment of dues and assessments to the Association or otherwise, Declarant being specifically exempt from the same.

(i) The initial annual dues as of the date hereof shall be \$1,200.00 per year.

(j) Notwithstanding any covenant, term, restriction or provision herein to the contrary, the owner of more than one Lot, but not more than three Lots, will be responsible for paying only one annual dues obligation, so long as the multiple Lots are owned by the same individual or entity. To avoid confusion, an individual who owns three Lots would pay dues, as of the date hereof, of \$1,200.00, and not \$3,600.00. However, for each Lot beyond the limit of three Lots, the owner of the same would be responsible for the annual dues thereof.

3. The title to all common areas will be transferred to the Association on the date chosen by Declarant, its successors and assigns, within its sole discretion, and the Association shall accept delivery and title of the same for the purposes herein stated.

V. EFFECTS OF COVENANTS AND RESTRICTIONS

1. These Covenants and Restrictions shall run the property and shall be binding upon all parties and all persons claiming under them for a minimum period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which the said covenants and restrictions shall automatically extend for successive periods of ten (10) years unless by instrument signed by seventy-five (75%) percent of the then owners of the building sites has been recorded agreeing to terminate or change said covenants and restrictions in whole or in part.

2. These covenants and restrictions may be changed, modified and amended by duly recorded instrument signed by the owner or owners of seventy-five (75%) percent of the lots, but if, and only if, the Declarant consents in writing to such change, modification or amendment, unless Declarant, within its sole and unfettered discretion, has, by recorded memorandum, relinquished its rights hereunder as Declarant.

3. Each and every covenant and restriction contained herein shall be considered to be independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect. The failure of any party or person to enforce a covenant or restriction contained herein in any instance or against any person shall not constitute a waiver or abrogation of said covenant or restriction.

4. The covenants and restrictions contained herein are supplementary to and independent of any and all laws or rules of any governmental agency, and except insofar as these covenants and restrictions shall be rendered void or shall be in conflict with the laws for rules of any governmental agency, they shall not be deemed to have changed by virtue of any laws or rules hereinafter enacted or established by a governmental agency.

[Signature Block Follows on Next Page.]

By its execution hereinbelow, Declarant dedicates the Property to the Restrictions and approves and accepts the same on this 8 day of June, 2021.

TENNESSEE FUNDING, LLC

By:

[Signature]
Its: Managing Member

State of TN)
County of Combsland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Millard V. Oakley, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Member of Tennessee Funding, LLC, a Tennessee limited liability company, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Managing Member

WITNESS my hand and seal on this 8 day of June, 2021.

[Signature]
NOTARY PUBLIC

My commission expires: 3/9/22

