

THIS INSTRUMENT PREPARED BY:  
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*Sherry Witt*  
Register of Deeds  
Knox County

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**OF**  
**HAYDEN HILL SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that this Declaration of Covenants, Conditions, and Restrictions of Hayden Hill Subdivision is made and entered into this 30<sup>th</sup> day of September, 2016, by HARDIN VALLEY FARM DEVELOPMENT, INC., a Tennessee corporation.

**WITNESSETH:**


**WHEREAS**, the Developer is the owner of certain real property located in Knox County, Tennessee, as more particularly described in "Exhibit A" to this Declaration, said Exhibit being incorporated herein by reference, and desires to create thereon a residential community with common facilities for the benefit of said community; and

**WHEREAS**, the Developer desires to place certain covenants, conditions, reservations and restrictions upon the use of the Property for the benefit of owners of the dwellings erected thereon, and to maintain the aesthetic quality of the development;

**WHEREAS**, the Developer will form or has formed a Tennessee nonprofit corporation to be called the Hayden Hill Homeowners Association, Inc. or a name similar thereto. Each Owner, in accepting a deed for any Lot agrees to and shall become a member of and be subject to the obligations of this Declaration, the duly enacted Bylaws of the Association and any Rules, all as may be amended from time-to-time; and

**WHEREAS**, the Developer has entered into a Real Estate Purchase Agreement dated February 16, 2016 (as amended, the "**Purchase Agreement**") with CMH Parks, Inc., a Tennessee corporation (together with its successors and assigns, "**CMH Parks**") for the sale of up to one hundred twenty-four (124) Lots.

**NOW, THEREFORE**, the Developer declares that the Property and any Lots are and shall be purchased, owned, held, transferred, sold, conveyed, encumbered and occupied subject to the covenants, restrictions, bylaws, easements, charges, liens, rules and regulations (sometimes referred to as "**covenants and restrictions**") hereinafter set forth or referenced and incorporated herein, that shall run with the Property and thus be binding on all parties having any right, title or interest in the Property, or any part thereof, including their respective heirs, successors and assigns, and that shall inure to the benefit of each Owner.

  
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**ARTICLE I**  
**DEFINITIONS**

**Section 1.** “**Assessment**” shall mean one or all of an annual assessment or special assessment described in Article VI.

**Section 2.** “**Association**” shall mean and refer to Hayden Hill Homeowners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

**Section 3.** “**Board**” shall mean and refer to the Board of Directors of the Association.

**Section 4.** “**Bylaws**” shall mean the bylaws of the Association.

**Section 5.** “**Builder**,” with an initial capital letter, shall mean CMH Parks or any other Person who is licensed to construct residential dwellings by the State of Tennessee and who intends to purchase a Lot for the primary purpose of constructing a residential dwelling thereon and selling the same for a profit.

**Section 6.** “**Building**” shall mean and refer to any and all houses, town houses, garages, outbuildings and/or other buildings constructed, erected, placed or maintained on the Property.

**Section 7.** “**Class A Members**” shall have the meaning set forth in Article III, Section 2(a) of this Declaration.

**Section 8.** “**Class B Members**” shall have the meaning set forth in Article III, Section 2(b) of this Declaration.

**Section 9.** “**CMH Parks**” shall have the meaning set forth in the Recitals above.

**Section 10.** “**Committee**” shall have the meaning set forth in Article IX, Section 1 of this Declaration.

**Section 11.** “**Common Area**” shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or other property designated by the Developer for the common use and enjoyment of all Owners, including, but not limited to, the open space areas, storm water retention/detention ponds areas including storm water discharge structures and storm water bio-swale areas.

**Section 12.** “**Common Expenses**” shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board.

**Section 13.** “**Declaration**” shall mean the covenants, conditions, restrictions, and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.



**Section 14. "Developer"** shall mean and refer to Hardin Valley Farm Development, Inc. or any successor-in-title or any successor-in-interest to Hardin Valley Farm Development, Inc. to all or any portion of the Property, provided the instrument of conveyance to any such successor-in-title or interest expressly designates such successor-in-title as the "Developer" hereunder.

**Section 15. "Dwelling"** shall mean and refer to any house, town house, garage apartment or other Building that is properly constructed and properly authorized for human residential occupation.

**Section 16. "Improvement"** shall mean and refer to (a) any thing or object, whether temporary or permanent, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration but not limitation, any Building, Dwelling or part thereof, garage, porch, gazebo, structure, shed, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, basketball goal, fence, screen, curbing, paving, driveway, walkway, tree house, playhouse, swing set, playground equipment, wall, tree, shrub, sign, signboard, mailbox, driveway, (b) any excavation, grading, fill, ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon, or across any Lot; and (c) any change in grade at any point on a Lot of more than twelve (12) inches, whether or not subsection (b) of this Section 16 applies to such change.

**Section 17. "Lot"** shall mean and refer to any parcel of land shown upon any recorded plat of the Property upon which a single-family residence may be constructed.

**Section 18. "Occupant"** shall mean and refer to any Owner, any family member, guest, tenant, agent, servant, employee or invitee of an Owner or an Owner's family member, or any other person who occupies any Dwelling or is present upon any Lot or Common Area.

**Section 19. "Owner"** shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

**Section 20. "Party Fence"** shall have the meaning set forth in Article VIII, Section 11 of this Declaration.

**Section 21. "Person"** shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

**Section 22. "Property"** shall mean and refer to that certain real property identified and described in Exhibit A hereto, by reference made a part hereof, together with such additional real property as may by subsequent amendment be added to and subjected to this Declaration.

**Section 23. "Purchase Agreement"** shall have the meaning set forth in the Recitals above.

**Section 24.** “Rules” shall have the meaning set forth in Article VIII, Section 3 of this Declaration.

## **ARTICLE II**

### **PROPERTY SUBJECT TO DECLARATION**

**Section 1. The Property.** The Property shall be subject to this Declaration and the covenants, restrictions, terms and provisions set forth herein. The Property may include such additional property as may be added to the Property from time to time by the Developer in accordance with Section 3 of this Article II.

**Section 2. No Public Rights in Common Area.** The dedication of any portion of the Property to public ownership or use shall not mean that the public at large acquires any right or easement in or to any other part of the Property, including any Common Area.

**Section 3. Additional Property.** At any one or more times and without the consent of the Association or any other Person, the Developer (or any other person with the written consent of the Developer) shall have the right, privilege and option (but not the obligation) to add to the Property all or any part of any additional property. Any such addition shall have the effect of making the added property part of the Property and extending the provisions of this Declaration to such added property. Any addition shall be effective upon the filing for record of an amendment describing such added property, unless a later effective date is provided therein. Provided, however, if other land owned by the Developer is not subjected to this Declaration, the Developer shall have no obligation whatsoever to impose any covenants and restrictions similar to those contained herein upon such other property, nor shall the Developer have any obligation whatsoever to limit or restrict the use to which such other property may be put by the Developer or any subsequent owner thereof, regardless of whether such uses are consistent with the covenants and restrictions imposed hereby.

## **ARTICLE III**

### **THE ASSOCIATION**

**Section 1. Formation.** The Developer shall have the Association established as a “mutual benefit,” nonprofit Tennessee corporation. The Association shall be governed by its Charter, Bylaws, this Declaration and the Rules. To the extent of any conflict in the terms and provisions of this Declaration and the Association’s Charter or Bylaws, the terms of this Declaration shall control.

**Section 2. Membership.** Every Owner, including the Developer and any Builder, shall be a member of the Association. The foregoing is not intended to include any Person who holds an interest merely as security for the performance of an obligation. Each Owner’s membership shall terminate upon the sale or other disposition by such member of his Lot, at which time the new Owner shall automatically become a member of the Association. The Association shall have two classes of membership:

(a) **Class A Members.** "Class A Members" shall be all Owners, except for the Developer and CMH Parks. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership pursuant to this Section 2. If the Owner of a Lot is more than one (1) Person, all such Persons shall be members of the Association, but only one (1) vote shall be cast by such Persons, as Owner, with respect to their jointly owned Lot.

(b) **Class B Members.** "Class B Members" shall be the Developer and CMH Parks. Each Class B Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by this Section 2; provided, however, that any action taken by the members of the Association shall require the affirmative votes of the Class B Members. Class B membership shall not be transferable, except from the Developer to CMH Parks. Upon the earlier to occur of the following events, the Association shall cease to have Class B Members and shall have only Class A Members: (i) the Developer and CMH Parks both cease to be Owners of any Lots on the Property; or (ii) the Developer and CMH Parks mutually determine that it is in their or the Association's interest to terminate Class B membership, which termination shall be evidenced by a Notice of Termination executed by the Developer and CMH Parks recorded in the Knox County Register's Office. In the event the Association ceases to have Class B Members as a result of subsection (b)(ii), and provided that Developer and/or CMH Parks continue to be Owners, or thereafter become Owners, their membership interests shall automatically convert to Class A membership interests with respect to those Lots of which they are or become Owners.

**Section 3. Commencement of Operations.** The Association shall commence its operation and business affairs on the date of its initial organizational meeting called by the Developer in accordance with the Bylaws. Such date shall be determined by the Developer, but shall be not later than ninety (90) days following the date upon which all Lots have been sold by the Developer.

#### **ARTICLE IV** **GRIEVANCE PROCEDURE**

**Section 1. Submission to Board.** Any grievance or complaint which an Owner shall have against any other Owner for violation of the provisions of this Declaration, the Bylaws, or the Rules, or for any other reason, shall first be submitted to the Board for arbitration by the Board.

**Section 2. Administration of Grievance.** All such grievances shall be submitted in writing to the Board outlining the Owner or Owners complaining, the Owner or Owners complained against, the nature of the complaint, the date of all relevant facts, and the specific violations, if any, which are relied upon by the complaining party or parties. A hearing shall be held by the Board following submission of all complaints within thirty (30) days. Said hearing shall be held only after five (5) days written notice to all parties and shall afford all parties an opportunity to present evidence and question any other party or witness. Owners shall not be represented by attorneys at this hearing. If the Board decides adversely to the complaining party

or fails to act within thirty (30) days of submission of the complaint, then the complaining party shall have the right to resort to any other legal remedies which may be available to them.

**Section 3. Other Legal Remedies.** No Owner shall have the right to resort to other legal remedies until the remedies provided herein have been fully exhausted.

## **ARTICLE V**

### **PROPERTY RIGHTS**

**Section 1. Owner's Easement of Enjoyment.** Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area, including, without limitation, the right of access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to adopt and publish rules and regulations governing the use of the Common Area.

(b) The right of the Association to suspend an Owner's voting rights and rights to use the Common Area for any period during which any Assessment against said Owner's Lot remains unpaid.

(c) The right of the Developer or the Association, acting through the Board and without a vote of the Owners, to dedicate or grant licenses, permits, easements or rights-of-way over, under and through the Common Area to government entities or any quasi-governmental agency or to any utility company or cable television company; provided that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Owners to the use and enjoyment of the Common Area.

(d) The right of the Developer or the Association to dedicate or grant the streets, roads, parking areas, sidewalks, easements and/or rights-of-way as shown and designated on any plat to any governmental authority having jurisdiction over the Property without the necessity of any approval by the Owners.

(e) The right of the Developer or the Association to alter the size, location, designation of (including deletion of any Common Area), inclusion of or other specifics of any Common Area.

(f) All other rights of the Association, the Developer, Builders and Owners set forth in this Declaration or in any deed conveying Common Area to the Association.

(g) All encumbrances and other matters shown by the public records affecting title to the Property.

**Section 2. Delegation of Use.** Any Owner may delegate his right of use and enjoyment in and to the Common Area and the Improvements thereon, if any, to the members of his family, guests and invitees, subject to this Declaration, the Charter, the Bylaws and the Rules.

**Section 3. Title to Common Area.** The Developer may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners. The Association hereby covenants and agrees to accept from the Developer all such conveyances of real and personal property. Notwithstanding any legal presumption to the contrary, the fee simple title or easement to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reserved to the Developer until such time as the real and/or personal property is conveyed to the Association or to any municipality or other governmental body, agency or authority.

**Section 4. No Partition.** Other than as provided for in Article XI, Section 2, there shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

## **ARTICLE VI** **ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot, 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 annual or special assessments, such assessments to be levied and collected as hereinafter provided. The Assessments, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made. The foregoing notwithstanding, the lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust, first purchase money security deed, or security deed representing a first lien on said property. The sale or transfer of any Lot pursuant to foreclosure of a first mortgage or deed of trust or proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer; provided, however, no sale or transfer by foreclosure shall relieve any subsequent Owner of such Lot from liability for any Assessment thereafter becoming due or from the lien thereof. The Association has the right to suspend an Owner's voting rights and rights to use the Common area during any period during which any Assessment against said Owner's Lot remains unpaid.

**Section 2. Lien Foreclosure.** For the purpose of rendering unnecessary court proceedings for the enforcement of the lien for the nonpayment of any Assessments, and for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Owner, by accepting an interest in the title to a Lot, whether or not it shall be so expressed in the deed or other instrument transferring such an interest, hereby bargains, sells, transfers and conveys to John G. Brock, Esq., as Trustee, his successors and assigns, his interest in his Lot, together with all the appurtenances, estate, rights, title and interests thereto belonging upon the use and trusts set forth in this Section 2. If the Owner shall pay the Assessments when due, then this trust conveyance shall be of no further

force or effect with respect to such Owner's Lot. If the Assessments with respect to any Lot are not paid within thirty (30) days when due, this trust conveyance shall remain in full force and effect and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, of general circulation published in Knox County, Tennessee, to sell said Lot at the front door of the north entrance to the Knox County Courthouse (City-County Building) to the highest bidder for cash, at public outcry, free from the equity of redemption and statutory right of redemption, and all exemptions of every kind and nature, all of which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid and become the purchaser at any sale. The Association may, at any time after default in the payment of any Assessment, enter and take possession of said Lot and shall only be liable for accounting for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In the case of sale hereunder, the proceeds shall be applied by the Trustee, or his successor in trust, as follows:

- (a) First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;
- (b) Second, to the payment of all taxes which may be unpaid with respect to such Lot;
- (c) Third, to the payment of all unpaid Assessments with respect to such Lot; and
- (d) Fourth, the residue, if any, will be paid to the Owner, or to his order.

**Section 3. Purpose of Assessments.** The Assessments shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and Improvements thereon, the maintenance of services furnished by the Association, if any, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

**Section 4. Computation of Annual Assessments.** Subject to the provisions of Section 7 of this Article VI regarding the Developer's right to establish the initial rate of the annual assessment, if the Association incurs ongoing Common Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year; such budget shall include a capital contribution or reserve account in accordance with the capital



needs of the Association as and if established by the Board. The budget and proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same to each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) the Developer, so long as the Developer owns any Lot; or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the most recently approved annual budget and annual assessments shall continue for the succeeding year. If a budget at any time proves inadequate for any reason, the Board may call a special meeting of the Owners for the approval of a special assessment.

**Section 5. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including roads and sidewalks, provided that any such assessment shall be approved by a vote of a majority of the Owners (and by the Developer so long as the Developer owns any Lot). Special assessments may also be levied by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above.

**Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5.** Written notice of any meeting called for the purpose of taking any action by the Association authorized under Sections 4 and 5 of this Article VI shall be sent to all Owners not less than ten (10) days nor more than two (2) months in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast fifty percent (50%) of all of the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

**Section 7. Initial Rate of Assessment.** The Developer shall establish the initial rate of the annual assessment based on actual or estimated expenses. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, semi-annual or quarterly basis by the Developer, initially, and thereafter by the Association Secretary/Treasurer as established by the Board.

**Section 8. Date of Commencement of Annual Assessment Due Dates.** The first annual assessment shall become due and payable on the first day of the month following the date of the sale of the first Lot, such date to be when the deed for said Lot is recorded in the Register's Office for Knox County, Tennessee. Thereafter, as each person becomes an Owner, such new Owner's assessment for the current year shall be a pro rata part of the annual assessment as of the first day of the month following the date such Person becomes a member of the Association. Upon a Person ceasing to be a member of the Association, such member shall not be entitled to any refund of his annual Assessment. Unless required as a matter of law or as

otherwise set forth in this Article, neither the Developer nor CMH Parks shall, at any time, be subject to any Assessment; provided, however, that for a three (3) year period or until a time when ninety (90) Lots are sold, the Developer will subsidize, to the extent reasonably necessary, maintenance of the Common Area.

**Section 9. Failure to Assess.** The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner a budget or an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Assessments on the same basis as for the last year for which an Assessment was made, if any, until a new assessment is made, at which time any shortfall may be assessed retroactively by the Association.

## **ARTICLE VII MAINTENANCE**

**Section 1. Association's Responsibility.** Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and Improvements thereon, if any. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and walls and other Improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Common Area; (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area (including street trees and landscaping within street right-of-ways); and (iv) all storm water retention/detention pond areas including storm water bio-swale areas.

**Section 2. Owner's Responsibilities.** Each Owner of a Lot, other than the Developer or any Builder, whether such Lot is vacant or occupied, shall keep and maintain his Lot and the exterior of any and all Improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass, walks and other exterior Improvements. Should any Owner of a Lot fail to maintain his Lot or the Improvements thereon as set forth hereinabove, the Board, its agents and representatives, may, but shall not be required to, after fifteen (15) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Board, in the exercise of its reasonable discretion, deems necessary or advisable. Such Owner shall be personally liable to the Association for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the Assessment to which such Owner and his Lot are subject.

## **ARTICLE VIII GENERAL COVENANTS AND RESTRICTIONS**

The following covenants and restrictions shall apply to all Lots and to all Improvements erected or placed thereon:

**Section 1. Residential Use.** All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent the Developer or any Builder from using any Lot owned by the Developer or Builder for the purpose of carrying on business related to the development, improvement and sale of Lots.

**Section 2. Common Area.** The Common Area shall be used only by the Owners and their agents, servants, family members, invitees and licensees for access, ingress and egress from their respective Lots and for such other purposes as may be authorized by the Association.

**Section 3. Rules.** The Board may, from time to time, without a vote of the Owners, adopt, promulgate, modify or delete rules and regulations applicable generally to the uses and improvement of the Property (the "Rules"). Such Rules shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupant invitees until and unless overruled, canceled or modified by a majority of all of the Owners and with the consent of the Developer. No such Rules shall be construed as a waiver of any provision of this Article or any other provision or requirement of this Declaration. The Rules, as amended from time to time, are incorporated herein by reference and shall be effective and binding upon Owners as if set forth herein verbatim.

**Section 4. Nuisances.**

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Area, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their Lots and/or the Common Area.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of a Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no horns, whistles, or bells, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

**Section 5. Tents, Trailers and Temporary Structures.** Except as may be required during initial construction on any Lot, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or any part of the Property; provided, however, notwithstanding the foregoing or any other terms set forth in this Declaration, CMH Parks, for so long as it owns any Lot, shall be permitted to place a temporary trailer or other structure on a Lot close to the main entrance of the Property for purposes of operating a sales center, which structure shall not be required to conform to those restrictions set forth in Article IX, Section 4, but shall be professionally landscaped and maintained and clearly marked as a sales office.

**Section 6. Signs.** No signs, billboards or posters whatsoever (including but not limited to commercial and similar signs) shall be erected or displayed on any Lot or on any

portion of the Property, except for (and notwithstanding any other provision of this Declaration to the contrary): (a) a sign, not to exceed three (3) square feet, erected by an Owner upon that Owner's Lot to advertise the sale or lease of that Lot; (b) street signage, other directional or informational signage throughout the Property, and subdivision entrance signs at the entrance to the Property, as may be installed or approved by the Developer or by the Association; (c) work safety signage approximately four (4) feet by eight (8) feet in size which CMH Parks may reasonably require near the entrance of the Property in order to comply with all Occupational Safety and Health Administration requirements and other worker safety laws and regulations which may be applicable to it; and (d) a sales sign approximately four (4) feet by eight (8) feet in size on Common Area bordering Sam Lee Road advertising the sale or lease of the Lots and Dwellings. With respect to that signage contemplated in (c) and (d) of the foregoing sentence, the exact location of such signage shall be mutually agreed upon by Developer and CMH Parks in good faith and, in the event CMH Parks elects not to exercise its option to purchase the "Phase II Lots" as such term is defined in Section 30(a) of the Purchase Agreement, CMH Parks shall remove such signage.

**Section 7. Recreational Vehicles and Trailers.** Recreational vehicles, boats, and trailers must be parked on paved surfaces, and these vehicles must be screened from sight. Screening must be in an attractive and first class manner. No vehicle in an inoperative condition shall be kept in an area open to the view of the public or other Owners for a period in excess of fifteen (15) days. In the event of violation of this item, such vehicle may be removed by the Association at the expense of the Owner of the Lot on which the vehicle is located.

**Section 8. Satellite Dish.** Any antennae, satellite dish or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic/wave or radiation shall be erected, used or maintained only in the backyard of any Lot.

**Section 9. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that a reasonable number of dogs, cats or other usual and common household pets are permitted in each Lot. No pets are permitted to roam free. Pets that endanger the health of the Owners of other Lots, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or of any portion of the Property shall not be allowed and shall be removed. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times, whenever they are outside, be confined on a leash held by a responsible person. All dog kennels shall be kept to the rear of the Lot and shall be concealed by privacy screening or shrubbery. No wild animals shall be permitted.

**Section 10. Drainage and Sewer 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 one other than the Developer may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Developer hereby reserves a perpetual easement across the Property for the purpose of altering drainage and water flow.

**Section 11. Fences.**

(a) General. An Owner shall be permitted to erect or have erected a fence on his Lot provided such fence is constructed with wood, no more than six (6) feet in height, approved by the Committee, is not situated beyond the front of the primary Dwelling located on the Lot and is situated as close as reasonably possible to, but (subject to Section 11(b) below) not beyond, the property line dividing such Lot from any adjoining Lots. There shall only be one (1) fence constructed between adjoining Lots, and any fence constructed between adjoining Lots shall be deemed a "**Party Fence**". An Owner whose Lot is separated from an adjoining Lot by a Party Fence shall be permitted to connect a fence to such Party Fence at any time. Any Owner that connects a fence on his Property to a Party Fence shall be deemed to be "making use" of such Party Fence for purposes of this Section 11. To the extent not inconsistent with the provisions of this Section 11, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each Party Fence that is built and any replacement(s) thereof.

(b) Easement. In the event a Party Fence, once constructed, inadvertently encroaches upon or protrudes onto an adjoining Lot, provided such encroachment or protrusion does not materially interfere with the use and enjoyment of the adjoining Lot by the Owner thereof, and absent gross negligence or willful misconduct on the part of the Owner of the other Lot making use of such Party Fence, the Owner of such adjoining Lot shall be conclusively deemed to have granted a perpetual easement to the Owner of the other Lot making use of such Party Fence for the maintenance and use thereof, and shall not be permitted to maintain any action for the removal of such fence or any action for damages as a result of such encroachment or protrusion. The foregoing shall also apply to any replacements of any Party Fences, if the same are constructed in substantial conformance with the original Party Fence.

(c) Sharing of Repair and Maintenance. The reasonable cost of repair and maintenance of a Party Fence shall be shared equally by the Owners who are making use of the Party Fence.

(d) Destruction by Fire or Other Casualty. If a Party Fence is destroyed or damaged by fire or other casualty, each Owner who was making use of such Party Fence immediately prior to such event shall be jointly responsible for the restoration of the same, subject, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts as omissions. An Owner who, by his negligent or willful act, causes any Party Fence to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 12. Outbuildings.** No permanent storage building, shack, barn, or other outbuilding shall be erected or placed upon any Lot, unless such outbuilding is (i) erected, constructed and maintained in the backyard of the primary Dwelling located on such Lot and is screened from view; (ii) is no larger than 150 square feet; (iii) is of the nature, kind, shape, height, and materials harmonious to the surrounding Buildings, including, but not limited to, the Dwelling on the Lot; (iv) is not used, at any time, in whole or in part, as a residence; and (v) is approved by the Committee.

**ARTICLE IX**  
**ARCHITECTURAL REVIEW COMMITTEE**

**Section 1. Architectural Review Committee.** It shall be a requirement that the construction, placement, installation, erection, modification, alteration, or movement of any Improvement upon any portion of the Property be first approved by an Architectural Review Committee (hereinafter, the “Committee”).

**Section 2. Appointment.** The members of the Committee shall be comprised of three (3) natural persons, one (1) of whom shall be appointed by the Developer, and two (2) of whom shall be appointed by CMH Parks. The members of the Committee need not be members of the Association. The member of the Committee appointed by the Developer shall serve at the pleasure of the Developer and may be removed by the Developer or may resign from the Committee at any time, and the members of the Committee appointed by CMH Parks shall serve at the pleasure of CMH Parks and may be removed by CMH Parks or may resign from the Committee at any time. The Developer and CMH Parks, respectively, shall no longer have the right to appoint any members of the Committee upon the earlier of (a) the date which is thirty (30) days after the Developer or CMH Parks, as applicable, no longer owns a Lot, or (b) the date upon which the Developer or CMH Parks, as applicable, no longer desires its appointed member(s) to serve on the Committee. At such time, such member(s) of the Committee shall be appointed by the Board. The members of the Committee chosen by the Board shall serve at the pleasure of the Board and may be removed by the Board or may resign from their positions at any time.

**Section 3. Length of Validity of Approval.** All approvals given by the Committee shall be valid for a period of six (6) months from the date given. In the event the construction, erection, installation, alteration, affixing, modification or placement of any Improvement shall take longer than six (6) months, an additional approval or an extension of the previous approval must be obtained for the approved activities to be in compliance with the provisions of this Declaration.

**Section 4. Dwelling Restrictions.** Notwithstanding the foregoing provisions of this Article IX:

(a) In addition to any requirements that may be enacted by the Committee, all Dwellings erected on the Lot shall:

i. Conform to floor plans which are mutually agreed upon in good faith by Developer and CMH;

ii. Have all street-facing sides be comprised of brick, stone or Hardie-type siding or some combination thereof;

iii. Have a mailbox that is reasonably approved by Developer and which is consistent in appearance and materials with the other mailboxes on the Property;



- iv. Have a concrete driveway; and
- v. Have a 30-year dimensional shingle roof.

(b) An Owner may make such renovations, repairs and installations to the interior portions of his Dwelling without the prior approval or consent of the Committee so long as said renovations, repairs and installations (i) do not affect the exterior appearance of his Dwelling, (ii) are made in accordance with the remaining provisions of this Declaration, and (iii) are made in accordance with all applicable laws, rules, regulations and ordinances.

**Section 5. Submittals.** In order to obtain the approval of the Committee, as required under Section 1 of this Article IX, the Person requesting approval shall submit such drawings, plans, specifications, elevations, surveys and other plans, specifications, samples and documents as the Committee shall request, together with a non-refundable application fee of Five Hundred Dollars (\$500.00). The purpose of the application fee shall be to defray the costs and expenses incurred by the Committee in reviewing the submittals. In the event the submittals are not approved, the Committee shall have the right to require such additional submittals and such additional non-refundable application fees as may be necessary to defer the costs of reviewing the resubmitted plans, etc.

**Section 6. Approval of Builders.** In addition to the preceding approval requirements, any Person who desires to perform any work on any Lot which work will have a material impact on the exterior appearance of the Lot must, even if such Person is the Owner of the Lot, first be approved by the Committee as to its financial stability, building or landscaping experience and ability to build or landscape structures or grounds of the class and type of those which are to be built on the Lot. Such approval shall be within the sole discretion of the Committee. No Person shall be approved as a builder or landscaper unless such person obtains his income primarily from construction or landscaping of the type which the proposed builder or landscaper is to perform upon the Lot.

**Section 7. Powers.** The Committee shall have all the powers and rights to do each and every thing reasonably necessary, suitable, convenient or proper for, or in connection with or incidental to the accomplishment of its duties under this Article IX, including, without limitation, the power to hire or contract with attorneys, architects, engineers, general contractors, subcontractors, and other professionals and non-professionals to carry out its purpose and charge the costs and fees charged by the same to the Owner necessitating such costs; provided, that in the event the Developer or CMH Parks incurs any such charges, costs or fees in connection with the performance of its duties hereunder, it shall also be entitled to be reimbursed by the Association for the same. In addition to the foregoing, the Committee shall also be entitled to bring suit against any Person violating the provisions of this Article IX and obtain an injunction, damages and such other relief as the court deems appropriate, as well as all costs, fees and expenses (including court costs, reasonable attorneys' fees and litigation costs) which it expends in prosecuting the same.

**Section 8. Right of Inspection.** In addition to the other powers and rights granted to them in this Declaration, the Committee and its members, officers, employees, contractors,

agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Improvement thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Improvement or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

#### **Section 9. Violations.**

(a) If any Improvement shall be constructed, erected, installed, affixed, placed, maintained or altered upon any Lot in a manner that is not in accordance with the plans and specifications approved by the Committee pursuant to the provisions of this Article IX, such construction, erection, installation, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article IX and without the approval required herein and shall be authorized to exercise any or all of the powers granted to it herein.

(b) Notwithstanding the foregoing, prior to initiating any litigation or other enforcement proceeding, the Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the Committee shall have the right to take any action permitted herein or by law to abate the same. Likewise, the Board of Directors, upon being informed of such violation by the Committee, shall be entitled to seek equitable relief to enjoin such construction.

**Section 10. Responsibility for Contractors and Agents.** All Owners shall be held responsible for all the acts of their contractors, employees, subcontractors, suppliers and other persons or parties involved in construction or alteration of an Improvement. By way of example and not limitation, each Owner shall be responsible for each of the following:

(a) Ensuring that his Lot is kept in a reasonable clean, safe and neat condition which is free from debris, waste materials and stockpiles of unused materials during the performance of all the construction on his Lot;

(b) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel located on or in the vicinity of the Lot, or which could affect the quality of workmanship;

(c) Ensuring that all Persons performing work on the Lot, including but not limited to the Owner, are properly insured;

(d) Ensuring that all Persons performing work or delivering materials to the Lot do not commit any violation of this Declaration or the Rules and Regulations;

(e) Ensuring that all temporary driveways on the Lot are sufficiently graveled, that a portable toilet is available and used by all Persons performing work or supplying materials to the Lot, and that any mud or any debris caused by any construction activities are





removed from the adjoining roadways as soon as reasonably possible;

(f) Ensuring that all silt fences are installed and maintained as may be required or reasonably necessary to keep silt, mud, and other debris off of the street, adjoining Lots and any watercourses located on or adjacent to the Lot; and

(g) Ensuring that no Person performing work on or supplying materials in connection with the improvement of the Owner's Lot utilizes any other Lot during the construction of the Dwelling on his Lot such as, by way of example and not limitation, parking vehicles, storing materials or dumping rubbish, waste or trash on any adjacent Lot.

**Section 11. No Modification of Legal Requirements.** Nothing contained herein abrogates, modifies, or changes the applicability of any ordinances, statutes, codes, rules and regulations of Knox County or any other governmental unit, as applicable; nor abrogates, modifies, or changes the necessity of obtaining a building permit, inspection or otherwise complying with applicable provisions of governmental codes, statutes, ordinances, rules and regulations.

**Section 12. Approval Not a Guarantee.** No approval of any documents, plans, specifications, materials or other items submitted to the Committee, no notes or modifications made to any submitted materials by the Committee, and no publication of any rules, regulations, guidelines, policies or procedures by the Committee shall be construed as representing or implying that the materials so submitted will, if followed, result in properly designed and constructed Improvements without any defects in any part of the submitted materials which are revised or approved pursuant to this Article IX, (ii) any losses or damages to any Person arising out of the approval or disapproval of any of the submitted materials, (iii) any losses or damages arising from the noncompliance of the submitted materials, as submitted and/or revised, with any ordinances, laws or regulations of any governmental body, or (iv) any defects in construction undertaken pursuant to the submitted documents, whether as submitted and/or revised.

## **ARTICLE X**

### **TAXES**

**Section 1. Owners.** Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes and special assessments assessed on or against such Owner's Lot, Dwelling and other Improvements on the subject Lot and any personal property thereon.

**Section 2. Association.** The Association shall pay the ad valorem taxes and special assessments assessed on or against the Common Area and the Association's other assets and personal property.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations,

easements, liens and charges now or hereafter imposed by the provisions of this Declaration, the Charter, the Bylaws or the Rules. Failure by the Association or any Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provide by law. If the Association or any Owner shall successfully prosecute in law or equity an action pursuant to this or any other enforcement section of these covenants or restrictions, then that party shall be entitled to receive its reasonable attorney's fees and the costs reasonably necessary to prosecute the case against the party violating the covenants and restrictions herein.

## **Section 2. Developer's Rights and Reservations.**

(a) No provisions in the Association's Charter, the Bylaws, the Rules, or this Declaration shall limit, and no Owner nor the Association shall interfere with, the rights of the Developer to subdivide or re-subdivide any portions of the Property or to annex additional property into the Property; to relocate or alter any Lot size or the boundaries of any Lot owned by the Developer prior to sale; to relocate or alter the size of any Common Area; to complete or alter Improvements to or on the Common Area or any portion of the Property owned by the Developer; to alter the construction plans and designs, or construct such additional Improvements or add future phases, as the Developer deems advisable during development of the Property and any adjacent or nearby property; to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of the Developer's or any Builder's business or completion of the work and disposition of the Lots, and/or any Improvements thereon, by sale, lease or otherwise; to modify access points to the Property; to change the site plan for the Property and any and all Improvements shown thereon, as well as any off-site Improvements; to develop all or any part of adjoining property for any uses (including, without limitation, affordable housing, housing for the elderly, and any other type of multi-family housing), locations, and densities as may be allowed by law; to rezone all or any part of adjoining property in any way the Developer deems reasonable or desirable; and to use the Common Area, including, without limitation, storm water detention/retention areas for the Developer's commercial purposes.

(b) Without the approval of the Developer, no Owner or Occupant shall file with any governmental entity having jurisdiction over the Property or any part thereof any application or petition for zoning, rezoning, special use permit, or zoning variance, any subdivision plan, plat or application, any request for annexation, or any similar filing affecting the use of any portion of the Property. No Owner shall oppose the Developer if the Developer seeks to obtain a zoning change, modification or variance for any property owned by the Developer adjacent to or near the Property.

(c) Each Owner, by accepting a deed or other conveyance document to a Lot, hereby acknowledges that the activities of the Developer and the Builders may temporarily or permanently constitute an inconvenience or nuisance to the Owners or may be inconsistent with this Declaration, and each Owner hereby consents to such inconvenience, nuisance, or inconsistency and waives any right to contest same. Each Owner acknowledges that there will be traffic relating to construction, as well as noise relating to construction from time to time. This

Declaration shall not limit the right of the Developer at any time prior to acquisition of title to a Lot by a purchaser from the Developer to establish on that Lot or the Common Area additional licenses, covenants, easements, reservations and rights of way, to itself, to utility companies, or to others, as may from time to time be reasonably necessary for the proper development and disposal of the Property. Neither the Developer nor any Builder shall be required to seek or obtain Board approval of any use of the Property or any Dwelling or Improvement constructed or placed by the Developer or any Builder on any portion of the Property. The rights of the Developer under this Declaration may be assigned by the Developer to any Person, and the Developer may assign in any interest or portion of the Developer's interest in any portion of the Property by a recorded written assignment.

(d) The Developer and CMH Parks shall each be entitled to the nonexclusive use of the Common Area, without further cost, for access, egress, ingress, and use in order to show the Property to prospective purchasers or lessees and to dispose of the Property as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Lot, an irrevocable, special power of attorney, coupled with an interest, to the Developer and CMH Parks to execute and record all documents and maps necessary to allow the Developer and CMH Parks to exercise its rights under this Article XI. This Article XI shall be applicable for so long as the Developer or CMH Parks owns any Lot or portion of the Property.

**Section 3. Rights and Obligations.** Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

**Section 4. Assignment or Transfer.** Any or all of the rights and powers, titles, easements and estates reserved or given to the Developer in this Declaration may be assigned to any one or more corporations or assigns which will agree to assume said rights, powers, duties, and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Developer and the Developer shall thereupon be released therefrom.

**Section 5. Incorporation by Reference on Resale.** In the event that any Owner sells or otherwise transfers any Lot or interest in a Lot, any deed or assignment purporting to effect such transfer shall contain a provision incorporating the provisions of this Declaration by reference. Provided, however, the failure to include such a provision shall not invalidate or in any way render the provisions of this Declaration inapplicable.

**Section 6. Occupants Bound.** All provisions of this Declaration, the Bylaws, and the Rules, which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants. Each Owner shall be responsible for ensuring that the invitees of such Owner strictly comply with all provisions of this Declaration, the Bylaws and the Rules.

**Section 7. Amendment.**

(a) By the Developer. The Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change, or modify any of the restrictions conditions or covenants contained in this Declaration; provided, however, that (i) CMH Parks shall have approved any such action by the Developer in writing, and (ii) the Developer's rights under this Section 7(a) shall lapse at such time as the Developer no longer owns any real property subject to this Declaration.

(b) By the Owners. This Declaration may also be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners of the Lots; provided however, such amendment by the Owners shall not be effective unless also signed by the Developer and CMH Parks, to the extent the Developer and/or CMH Parks are owners of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been recorded by the Knox County Register of Deeds. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that this Declaration may be amended as provided in this Section.

**Section 8. Gender.** Whenever the context requires, the male gender shall include all genders, and the singular shall include the plural.

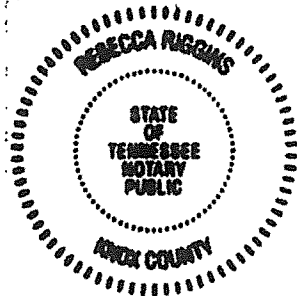
**Section 9. Exhibits.** All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

**Section 10. Severability.** If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

**Section 11. Headings.** The headings of Articles and Sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such Articles or Sections.

**[Signature on following page]**

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date first above written.



HARDIN VALLEY FARM  
DEVELOPMENT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared J. ED. Campbell, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the PRESIDENT of HARDIN VALLEY FARM DEVELOPMENT, INC., the within named bargainer, a Tennessee corporation, 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 said company by himself as such officer.

Witness my hand and seal at office this 29 day of September, 2016.

Rebecca Riggins  
Notary Public

My Commission Expires: 6.27.20

CMH PARKS, INC.

By: [Signature]

Name: MIKE RUTHERFORD

Title: PRESIDENT

STATE OF TENNESSEE

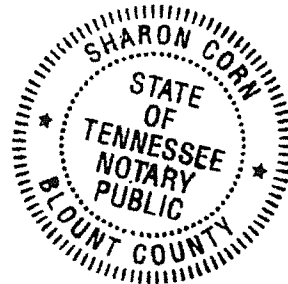
COUNTY OF BLOUNT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared MIKE RUTHERFORD, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the PRESIDENT of CMH PARKS, INC., the within named bargainor, a Tennessee corporation, 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 said company by himself as such officer.

Witness my hand and seal at office this 4<sup>TH</sup> day of OCTOBER, 2016.

[Signature]  
Notary Public

My Commission Expires: July 20, 2019



## EXHIBIT A

### Property Description

**SITUATED, LYING AND BEING** in the 6th Civil District of Knox County, Tennessee and without the corporate limits of any municipality, property being more particularly bounded and described as follows:

BEGINNING on an iron pin set in the southern right-of-way of Sam Lee Road (30 feet from centerline), pin being 1,022.4 feet more or less west of the centerline of Solway Road, pin also being the corner common to Linda Carrol Smith; thence leaving the southern right-of-way of Solway Road and with Smith, South 28 degrees 20 minutes East, 216.82 feet to an iron pin found, corner common to George A. Jr. and Gena J Windle; thence leaving Smith and with Windle the following four (4) calls: South 28 degrees 20 minutes East, 489.93 feet to an iron pin found; thence South 60 degrees 01 minute East, 497.89 feet to an iron pin set; thence North 45 degrees 31 minutes East, 156.40 feet to an iron pin found; thence South 40 degrees 15 minutes East, 227.96 feet to an iron pin found, corner common to the Preserve at Hardin Valley HI, LLC (Plat Recorded as Inst. # 201508240012497); thence leaving Windle and with the Preserve at Hardin Valley the following two (2) calls: South 40 degrees 09 minutes East, 37.01 feet to an iron pin set; thence South 40 degrees 17 minutes East, 76.26 feet to an iron pin set in the northwest right-of-way of Greystone Summit Drive (25 feet from centerline); thence leaving the Preserve at Hardin Valley and with the northwest right-of-way of Greystone Summit Drive the following three (3) calls: with a curve to the left, having a chord bearing South 46 degrees 07 minutes West, a chord distance 28.17 feet, an arc length 28.18 feet, and a 225.00 foot radius to an iron pin found; thence South 42 degrees 34 minutes West 58.65 feet to an iron pin found; thence with a curve to the right having a chord bearing South 71 degrees 53 minutes West, a chord distance 49.17 feet, an arc length 51.37 feet, and a 50.29 foot radius to an iron pin found, corner common the Greystone Summit Knoxville, LLC; thence leaving the northwest right-of-way of Greystone Summit Drive and with Greystone Summit Knoxville, LLC the following six (6) calls: North 46 degrees 08 minutes West, 49.56 feet to an iron pin found; thence North 46 degrees 09 minutes West, 149.79 feet to an iron pin found; thence North 70 degrees 48 minutes West, 118.23 feet to an iron pin found; thence North 60 degrees 01 minute West, 514.86 feet to an iron pin found; thence North 28 degrees 22 minutes West, 35.56 feet to an iron pin found; thence South 51 degrees 39 minutes West, 1,188.72 feet to a point; thence leaving Greystone Summit Knoxville, LLC and with the severance line the following fourteen (14) calls: thence North 70 degrees 25 minutes West, 336.47 feet to a point; thence South 89 degrees 56 minutes West, 128.05 feet to a point; thence North 85 degrees 59 minutes West, 112.31 feet to a point; thence North 62 degrees 53 minutes West, 122.51 feet to a point; thence North 45 degrees 50 minutes West, 89.47 feet to a point; thence North 79 degrees 47 minutes West, 239.10 feet to a point; thence North 34 degrees 02 minutes West, 75.03 feet to a point; thence South 57 degrees 31 minutes West, 132.75 feet to a point; thence South 60 degrees 32 minutes West, 50.07 feet to a point; thence South 57 degrees 31 minutes West, 120.35 feet to a point; thence South 15 degrees 40 minutes East, 180.90 feet to a point; thence South 49 degrees 02 minutes West, 207.12 feet to a point; thence North 82 degrees 13 minutes West, 115.91 feet to a point; thence South 52 degrees 00 minutes West, 183.80 feet to an iron pin set in the east right-of-way of Sam Lee Road (30 feet from centerline); thence with the right-of-way of Sam Lee Road the following twenty-five (25) calls: North 20 degrees 02 minutes West, 4.53 feet to an iron pin set; thence with a curve to the right, having a chord bearing North 04 degrees 55 minutes West, a chord distance 219.07 feet, an arc length 221.64 feet and a 420.00 foot radius to an iron pin set; thence North 10 degrees 12 minutes East, 154.24 feet to an iron pin set; thence with a curve to the left, having a chord bearing North 04 degrees 21 minutes East, a chord distance 159.04 feet, an arc length 159.32 feet, and a 780.00 foot radius to an iron pin set; thence North 01 degree 30 minutes West, 306.01 feet to an iron pin set; thence with a curve to the left, having a chord bearing North 02 degrees 15 minutes West, a chord distance 26.90 feet, an arc length 26.91 feet and a 1030.00 foot radius to an iron pin set; thence North 03 degrees 00 minutes West, 286.45 feet to an iron pin set; thence with a curve to the right, having a chord bearing North 05 degrees 54 minutes East, a chord distance 145.45 feet, an arc length 146.04 feet and a 470.00 foot radius to an iron pin set; thence North 14 degrees 48 minutes East, 16.04 feet to an iron pin set; thence with a curve to the right having a chord bearing North 37 degrees 06 minutes East, a chord distance 235.24 feet, an arc length 241.28 feet and a 310.00 foot radius to an iron pin set; thence North 59 degrees 24 minutes East, 11.61 feet to an iron pin set; thence with a curve to the right, having a chord bearing North 79 degrees 53 minutes East, a chord distance 189.02 feet, an arc length 193.11 feet, and a 270.00 foot radius to



an iron pin set; thence South 79 degrees 37 minutes East, 7.23 feet to an iron pin set; thence with a curve to the right having a chord bearing South 71 degrees 39 minutes East, a chord distance 102.53 feet, an arc length 102.86 feet and a 370.00 foot radius to an iron pin set; thence South 63 degrees 42 minutes East, 111.29 feet to an iron pin set; thence with a curve to the right, having a chord bearing South 59 degrees 13 minutes East, a chord distance 167.03 feet, an arc length 167.20 feet and a 1070.00 foot radius to an iron pin set; thence South 54 degrees 44 minutes East, 132.18 feet to an iron pin set; thence with a curve to the right having a chord bearing South 46 degrees 26 minutes East, a chord distance 135.83 feet, an arc length 136.31 feet and a 470.00 foot radius to an iron pin set; thence South 38 degrees 07 minutes East, 119.32 feet to an iron pin set; thence with a curve to the left, having a chord bearing South 70 degrees 05 minutes East, a chord distance 259.37 feet, an arc length 273.33 feet, and a 245.00 foot radius to an iron pin set; thence North 77 degrees 57 minutes East, 246.79 feet to an iron pin set; thence with a curve to the left having a chord bearing North 60 degrees 11 minutes East, a chord distance 216.75 feet, an arc length 220.26 feet and a 355.00 foot radius to an iron pin set; thence North 40 degrees 14 minutes East 255.73 feet to an iron pin set; thence with a curve to the right having a chord bearing North 58 degrees 53 minutes East, a chord distance 365.49 feet, an arc length 372.06 feet and a 570.00 foot radius to an iron pin set; thence North 77 degrees 35 minutes East 162.96 feet to an iron pin set, the POINT OF BEGINNING, and containing 54.968 Acres according to a survey by Batson, Himes, Norvell & Poe dated December 7, 2015 and bearing Drawing Number 23973-B-Phase.

