

This Instrument Prepared By:
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JOHNSON CITY, TENNESSEE 37601

Teresa Bowman, Register
Washington County Tennessee
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**COVENANTS, RESTRICTIONS AND RESERVATIONS FOR
LARKINS FARM SUBDIVISION**

This Declaration of COVENANTS, RESTRICTIONS AND RESERVATIONS (the "Declaration" or the "Restrictions") is made and entered into as of this 14 day of May, 2025.

WITNESSETH:

JEFFREY C. ROGERS and JIMMIE C. ROGERS (collectively, the "Developer"), are the owners and developers of the subdivision known as LARKINS FARM SUBDIVISION (the "Subdivision") lying and being in the 13th Civil District of Washington County, Tennessee, and all the land embraced therein, as shown by plat recorded in **Plat Book 20, Page 2122**, in the Office of the Register of Deeds for Washington County, Tennessee (the "Plat"), being a portion of the property conveyed to Developer by deed dated July 7, 2023, of record in **Roll 1134, Image 1482**.

NOW THEREFORE, Developer hereby declares that all of the land embraced in the aforementioned Subdivision as shown by the Plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the undersigned and each subsequent owner, to-wit:

**ARTICLE I
RESERVATIONS AND EASEMENTS**

1. Developer reserves an easement for installation and maintenance of all necessary or proper public utilities and drainage facilities.
2. Developer reserves an easement for natural drainage as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course. The Association established herein shall be responsible for all retention and/or detention basins in the Subdivision, which shall be deemed to be common area as defined herein.
3. Regarding storm water discharge, Lot Owners shall be required to contact the Tennessee Department of Environment and Conservation ("TDEC") Division of Water Pollution Control before any construction begins on a Lot and comply with said Division's Notice of Intent for Storm Water Discharge.

4. Regarding subsurface sewage disposal, Lot Owners shall be required to contact the TDEC Division of Groundward Protection before any construction commences on a Lot and comply with any Division requirements regarding construction, site location, etc., and Developer reserves the right to approve the same prior to the commencement of construction on any Lot. There shall be a fifty (50) foot setback between all wells and subsurface sewage disposal systems on any Lot.

5. Developer hereby reserves and retains the right to add additional future development phases or sections to the Subdivision, said additional phases, sections, and lots being bound by the restrictions, covenants, and declarations made herein, without need for notice or additional action by the Developer, and the right to use the common areas, drainage and stormwater facilities and easements, drainage basin(s), and other common elements of the Subdivision for the development of future portions of the Subdivision.

6. Developer reserves an easement for access and entrance to any remaining portions of the property developed as the Subdivision, including any portions of the property designated as "Future Development" or the like, and the right to access and enter the same as necessary.

7. No tract of land laid out as a lot in the Subdivision shall ever be used as a street; provided, however, notwithstanding anything herein to the contrary, the Developer may convert any lot in the Subdivision into a street or other access for and during the development of the Subdivision, including but not limited to any development of future phases or sections of the Subdivision or as required by any applicable governmental entity or commission.

8. Developer reserves the right to amend these Covenants, Restrictions and Reservations as stated herein at any time in the Developer's sole discretion.

ARTICLE II GENERAL RESTRICTIONS

1. Notice. All owners and occupants of Lots are hereby given notice that the use of their Lot is limited by the rules and provisions set forth herein and as they may be further limited hereunder by any amended by the Developer. Each Lot Owner, by acceptance of a deed, acknowledges and agrees that the use, enjoyment and marketability of his, her or its Lot can be affected by this provision and that his, her or its use may be further limited from time to time. No rule or action by the Association or Board shall unreasonably impede the Developer's right to develop in accordance with its master plan and survey plans for the Property or otherwise, or to develop the remaining future development tracts as shown on the recorded plat of record for the Subdivision.

2. Use. The Lots within the Subdivision are for single-family residential purposes and purposes consistent with a planned single-family residential subdivision. Residences shall be used for rental purposes with the express written permission of the Developer. There shall not exist on any lot at any time more than one residence.

3. Architectural Control. For the purpose of further ensuring the development of the Subdivision as a development of high standards, the undersigned or their designee hereby reserves the right and power to approve all buildings, structures, walls, landscaping, pools, outdoor recreations areas or improvements, out buildings or storage structures, or any other improvement placed on each Lot.

(a) *Approval of Plans.* No building, wall, improvement, or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to or change or alteration therein be made until a complete set of architectural and/or design plans, site plans, and specifications showing the nature, kind, shape, height, materials, and location of the improvements, applicable setbacks, color and design scheme, etc. shall have been submitted to and approved in writing by the undersigned or its designee as to harmony of external design and location in relation to surrounding structures and topography. The undersigned reserves the right to make such exceptions and/or grant such adjustments or changes as necessary and proper for the orderly development of the Subdivision. Developer, its successors and assigns, hereby reserves the right to limit the number of repetitive house plans for Lots within the Subdivision.

(b) *Owner's Agreement to Abide.* Whether or not provisions therefore is specifically stated in any conveyance of a Lot in the Subdivision by the undersigned, its successors and assigns, or subsequent lot owners, each owner and occupant of a Lot or Residence in the Subdivision, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no buildings, structures, walls, landscaping, pools, outdoor recreations areas or improvements, out buildings or storage structures, or any other improvement shall be placed upon such Lot until the plans and specifications thereof have been approved in writing by the undersigned or its designee, and that such improvement shall only be constructed and placed upon said Lot in accordance with the plans and specifications so approved. Refusal of approval of plans and specifications may be based on any reasonable ground, including purely aesthetic grounds which the undersigned or its designee shall deem sufficient in its sole discretion.

(c) *Waiver.* Approval pursuant to this section shall not be unreasonably withheld by the undersigned or its designee. If the undersigned or its designee fails to approve or disapprove the plans and specifications submitted pursuant hereto within sixty (60) days after written request thereof, then such approval shall be deemed granted; provided that no such improvement shall be erected in a manner which violates any of the restrictions or covenants contained herein.

(d) *Designee.* The undersigned may appoint one or more persons as its designee for purposes of approving all matters brought for consideration by the undersigned as provided herein. After all Lots have been conveyed by the Developer and Turnover to the Association has occurred, all rights, powers, privileges, and authority to approve or disapprove any such matters brought for consideration under this section shall be vested in and exercised by the Association, or a Committee established by the Association for consideration of such matters.

4. Structures. All structures within the Subdivision shall be constructed in accordance with the following restrictions.

(a) *Building Materials.* All residences constructed on Lots in the Subdivision shall be constructed of high-quality materials for and intended by their manufacturer to be used for the purposes of which they are incorporated into that residence. All exteriors of foundations, including basements and crawl spaces, must be constructed with stone, synthetic stone or brick. Exteriors must be constructed of brick, stone, synthetic stone, vinyl siding, or hardie board. The roof shall consist of architectural style shingles. Vinyl siding may be used for soffit use. Developer retains and reserves the right to approve all materials used in construction of any structure on a Lot in the Subdivision.

(b) *Size and Shape.* All one-story residences in the Subdivision shall consist of no less than 1,400 square feet of floor area devoted to living purposes, exclusive of open porches and

garages. All two-story residences shall have no less than 1,600 square feet total floor area devoted to living purposes, exclusive of open porches and garages, with at least 1,200 square feet on the first floor. Neither finished basements nor bonus rooms count toward the minimum square footage requirements. All plans and building materials must be pre-approved by the developer before construction begins.

(c) *Construction.* Construction materials and equipment must be placed upon the Lot on which the residence is being constructed and no material may be placed upon the street without the express consent of the Developer. During construction of residences, all contractors must park on the right side of the road to maintain accessibility to and from the Subdivision. Contractors shall not block the driveways and mailboxes of residents currently residing in the Subdivision. No residences may be in any matter occupied until complete and in compliance with the approved plans, all of the covenants, conditions, reservations, requirements, and restrictions herein set forth, and a certificate of occupancy from the applicable governing authority. During the course of construction, each jobsite shall be kept neat and orderly and excess material, trash, and debris shall not be allowed to accumulate on such jobsite. Preventative measures must be taken to ensure that jobsite debris remains on site and doesn't travel to adjoining lots and yards. Any debris or trash must be removed from adjoining lots/yards and brought back on site and disposed of.

5. Subdivision & Addition of Lots. Each Lot of the Subdivision, as shown on the aforementioned recorded plat (or any additional plat showing a subsequent phase or section of the Subdivision), constitutes a single building site and shall not be divided into two (2) building sites. No Lot shall again be subdivided, re-subdivided, altered, or changed, so as to provide less area in any Lot than the area established by the aforementioned Plat, without the express written consent of the Developer. Further, no building site on any Lot shall be less in area or smaller than the area of the smallest Lot shown on the aforementioned plat. A single Lot, together with a contiguous portion(s) of one or more neighboring Lots, may be used for a single building site upon express written approval by the undersigned or its designee.

6. Other Building & Usage Restrictions.

(a) No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling. There shall not exist on any lot at any time more than one residence.

(b) No trailers, tents, shacks, barns, temporary buildings, metal buildings, outbuildings, or guest houses shall be erected or kept on any of the lots without the express written consent of the Developer. No mobile homes, mobile home kindred, manufactured homes, prefabricated homes or modular homes shall be erected or maintained within the Subdivision.

(c) A garage may be constructed as an integral part of the residence or constructed separately from the residence it is intended to serve. The garage must be identical to the design of the residence and utilize the same materials as the residence, and shall be used primarily for the storage of automobiles. Garages shall be for the use only of the occupants of the residence which they are appurtenant. Exteriors of any such structure shall not be constructed of concrete blocks, aluminum siding, or cinder blocks.

(d) Driveways shall be constructed of concrete; gravel or asphalt driveways are not permitted.

(e) No straight-line roofs are permitted in the Subdivision and each residence constructed in the Subdivision shall have a minimum pitch of 8/12.

(f) All garbage cans, equipment, coolers, and storage piles must be walled-in or hidden sufficiently to conceal them from the view of neighboring Lots, roads, or streets.

(g) Setbacks and Lot Lines. Setback lines shall be the same as those established by local applicable governmental regulation for rear setbacks.

(h) All fences must be approved in writing prior to installation by the undersigned or its designee. Fences shall not be constructed of chain fabric or wire in any configuration, nor may fence posts or rails be of a non-decorative material. No chain link fences shall be allowed whatsoever. Split rail fences are NOT permitted. Fences must be complimentary to the design and materials used in constructing the residence. Permitted fences shall include decorative metal, wood, vinyl, or aluminum fences only. All fences must be installed with the finished side facing outward toward the adjoining lots and roads.

(i) Mailboxes shall be brick or stone.

(j) All wiring must be underground from pole to house in the Subdivision. All electrical service drops to any structure on any Lot in the Subdivision are to be placed underground.

(k) Any and all tanks for use in connection with any residence constructed in the Subdivision, including tanks for the storage of fuels or natural gas, must be buried in accordance with these Restrictions and applicable government regulations.

(l) Antennas for the transmission or reception of broadcast or satellite transmission signals, including satellite tv dish antennas, Citizen Band, and amateur radio antennas, or television broadcast antennas, shall not be on the front of the house or in the front of the house, and shall be positioned or walled in sufficiently to conceal them from the view of neighboring Lots, roads, or streets.

(m) Boundary walls, retainer walls, and concealment walls shall be constructed of materials identical to or complimentary to the exterior materials used on the residence constructed on the Lot, as approved by the undersigned or its designee. No such wall shall be constructed with a height of more than six (6) feet.

7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No thing, material or activity that will emit foul or obnoxious odors shall be allowed or kept on any Lot. Prohibited nuisances shall include, but not be limited to, keeping of any motor vehicle including cars, trucks, motorcycles, ATV's, designed or intended for actual use for the off-road purpose of track racing, dirt bike racing, motor-cross racing, or the like. This prohibition is not intended to prohibit factory standard on and off-road recreational vehicles. Furthermore, no boat, motorhome, or camper shall be parked in the public street in the Subdivision.

8. Pets & Animals. No animals, livestock or poultry of any kind, including cattle, swine, goats, sheep, poultry, fowl or any other livestock of any kind, shall be raised, bred or kept in or around a Lot in the Subdivision, except that dogs, cats and other small household pets may be kept in accordance with rules established by Board of Directors, provided that they are not kept, bred or maintained for any commercial or business purpose. This restriction may be removed or amended, or exceptions granted, by the Board of Directors. Pets shall not be allowed to roam free but shall be contained either inside the residence or contained within a fence approved by the developer or within an invisible fence. No chain link or chain mesh kennels shall be permitted. Pets must be leashed when walking throughout the neighborhood and all messes left behind by animals in public areas shall be disposed of by the pet's owner. Pet owners should ensure their dog's barking is not excessive to the point of disturbing other homeowners. In no event shall the number of household pets exceed two (2) of any particular species or three (3) pets in total.

9. Landscaping, Native Growth & Vegetation. The native growth present on each Lot in the Subdivision shall not be permitted to be removed, destroyed, or in any way changed without the prior written consent of the undersigned or its designee. Landscaping plans and changes shall be approved in accordance with the terms of Article II, Section 3 above by the undersigned or its designee. Once approved, grass, shrubbery, trees or vegetation of any kind shall be removed, trimmed, and maintained in a neat and orderly manner so as to ensure an attractive appearance. Each owner of a Lot, whether vacant or improved, is responsible for maintain the landscaping, grass, trees, shrubbery, and other vegetation on each Lot, including mowing and trimming so that grass does not exceed a height of eight (8) inches. Any trees, shrubbery, vines, or other vegetation that dies shall be promptly removed, including stumps or other remnants.

10. Other Prohibited or Restricted Activities.

(a) *Unlicensed Vehicles.* No currently unlicensed motor vehicle may be kept on any Lot. Moreover, no Lot Owner shall permit any motor vehicles (operable or inoperable) owned by such Lot Owner, or by any person occupying a dwelling, or by any person on the premises as guest or invitee, to remain parked on the transportation easement for more than 24 continuous hours. Automobiles may not be assembled or disassembled in view of any Lot, road, or street.

(b) *No Clothes Lines.* No "clothes lines" or other devices for drying clothes in the open air shall be allowed on any Lot. No clothes shall be air dried on any Lot.

(c) *No Signs.* No sign, billboard, or advertising devices of any kind shall be erected, placed, permitted, maintained, or displayed to the public view on any Lot except one professional sign of not more than five square feet advertising the property for sale for a reasonable length of time.

(d) *Registration of Vehicles.* All owners and residents must be registered with the association, providing name, vehicle(s) license number(s), and telephone number(s).

(e) *Water Supply.* Individual water systems, including wells, are not permitted.

11. Designee. The undersigned Developer reserves the right to appoint one or more persons as Developer's Designee for the purposes of passing on matters for which the undersigned are entitled to approve or disapprove as herein provided; provided, however, that after the occurrence of Turnover when all lots in the Subdivision have been conveyed, all privileges, powers, rights and authority to

approve or disapprove any matter required herein shall be exercised by and vested in the Association Board, or a committee designated by the Board of such Association.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien & Personal Obligation of Assessments. Developer, for each Lot in the Subdivision, hereby covenants, and each Owner of any 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 Developer (or the Association after Turnover): (1) an Annual Assessment in an amount set by the Developer (or the Board of the Association after Turnover), and (2) special assessments for capital improvements or other matters as required in the discretion of the Developer (or the Board of the Association). The annual and special assessments, together with interests, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due and owing. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The initial Annual Assessment shall be Two Hundred Dollars (\$200.00) per Lot annually but may be increased as necessary by the Developer or the Board of the Association after Turnover as necessary to provide for the maintenance of the Subdivision.

2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners and residents in the Subdivision. The Assessments shall be kept in an account maintained by the Developer (or the Association after Turnover) and used to cover expenses including, but not limited to, water fees for sprinkler systems in common areas, street lights, mowing and maintenance of the green space and common areas, rights-of-way and vacant lots, sediment basins and drainage facilities, landscaping, and other expenses related to the Subdivision. If a Lot is owned by more than one person, all co-owners shall be jointly and severally responsible for payment of all Assessments for each such Lot, and all co-owners may share the privileges of such membership in the Association, subject to reasonable regulations by the Association's Board and subject to restrictions on voting set forth herein or in the Association Bylaws. Maintenance of the Subdivision common areas and facilities shall be the responsibility of the Association. The Association shall not be responsible for the upkeep and maintenance of roads and parking as such will be designated as public streets.

3. Nonpayment & Remedies. Any assessment not paid within thirty (30) days after the due date shall be subject to an interest penalty from the due date at the rate of 10% per annum. The Association may proceed at law or in equity against the owner (or co-owners) personally obligated to pay the same, or foreclose the lien against the Lot upon which it was assessed in the manner provided by law. Each owner or co-owner of a Lot shall be deemed to have conveyed to the Association her or his interest in the Lot for purposes of securing these liens simultaneously with their acquisition of title. As each assessment is paid in full, the conveyance shall be deemed to be void as to such assessment but shall nevertheless continue as to future assessments so long as such Lots are subject to these Restrictions. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of her or his Lot.

4. Subordination of the Lien to Mortgagee. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the

assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every owner or co-owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Builders who purchase and own a Lot for the sole purpose of constructing and/or selling a single-family residence thereon shall be excluded from said Membership.

2. Voting. Developer shall retain exclusive voting rights for and on behalf of the Association until such time as Turnover occurs, or until all the Lots of the Subdivision (including any additional future development, sections, or phases) are sold or conveyed by the Developer. Developer shall provide written notice of the transfer of voting membership to the Owners, and said transfer shall not be effective until such written notice is provided. At that time, the voting members of the Association shall be all the owners of the Lots, and each Lot shall be entitled to one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

3. Board of Directors. The Association shall elect a Board of Directors in accordance with the duly enacted Bylaws of the Association, as amended from time to time, and said Board of Directors shall be responsible and vested with authority to make any decision or election or enforce any rule or restriction provided herein, except where a vote by the entire Membership of the Association is specifically required in this Instrument. Any power herein reserved, retained, or provided to said Board of Directors shall be deemed to be a power reserved, retained, or provided to the Developer until such time as Turnover occurs, or until all the Lots of the Subdivision (including any additional future development, sections, or phases) are sold or conveyed by the Developer. At such time, and upon the completion of Turnover by the Developer, all such powers shall transfer immediately and be vested in the Board of the Directors of the Association.

4. Association Action. After the occurrence of Turnover and the transfer of Developer's rights to the Association and its Board, and in accordance with the Board's duty to exercise sound business judgment and reasonableness on behalf of the Association and its members, the Board may adopt rules which further limit the use of Lots or amend these Restrictions as necessary to ensure and promote the recreation, health, safety, and welfare of the owners and residents in the Subdivision. The Board shall send notice by mail to all Lot owners concerning any such proposed action at least thirty (30) days prior to the Board meeting at which such action is to be considered. Association members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. At least thirty (30) days prior to the effective date of any action taken under this section, the Board shall send a copy of the rules, amendments, or restrictions adopted to each owner or co-owner of the Lots. The Association shall provide, without cost, a copy of the use restrictions then in effect ("Use Restrictions and Rules") to any owner or co-owner, Association member, or any person holding a deed of trust, mortgage or other security instrument in any Lot, that requests such copy.

5. Initial Lot Sale. Upon the initial sale of each Lot, each Purchaser of the Lot shall pay the prorated amount of the Assessment for said Lot for the year in which the sale occurs as required by Article III, Section 1, to be made payable to the Association directly at Closing.

ARTICLE V GENERAL PROVISIONS & REMEDIES

1. Enforcement. The Developer (or the Association after Turnover) shall be the entity responsible for enforcement of all restrictions, easements, covenants, conditions, assessments and liens now or hereafter as provided in these Restrictions, provided however that nothing contained herein shall be deemed to deprive any owner in the Subdivision of the right to enforce the same. Failure by the Association or any owner to enforce any restriction, easement, covenant, condition, assessment and lien contained herein shall in no event be deemed a waiver of the right to do so thereafter.

2. Remedies. A violation or breach of any of the Covenants, Reservations and Restrictions contained herein by any owner shall result in a written warning by the undersigned (or the Association after Turnover). Failure on the part of the owner to cure said violation(s) within thirty days (30) shall result in a charge against the Owner for the cost involved to remedy the violation(s), including, but not limited to, any charges resulting from the hiring or contracting of vendors to remedy or cure the violation. In no way shall any such action by the Developer, Association, its Board, or its contractors or vendors be considered a trespass on the property of the owner. In the event the Owner fails to reimburse the Developer or Association within thirty (30) days from the date of the repair or remedy of the violation(s), the same reserves the right to proceed at law or in equity to obtain reimbursement for any and all fees, costs, or amounts expended curing said violation and to file a lien against the owner or co-owners in favor of the Developer or Association, including the legal costs and any reasonable attorneys' fees incurred in prosecuting such action.

3. Notice & Cure.

(a) Notice required hereunder shall be satisfied by receipted personal delivery, by recognized public courier or express service, or by sending postage prepaid certified mail to the appropriate party at the address of the Unit or last known address provided to the Association by a Unit Owner.

(b) All notices required or permitted under this Declaration because of a default in an obligation by an Owner shall include a right for the Owner to cure the default which has prompted the notice. In the event of a monetary default, the notice shall provide fifteen (15) days to cure, and in the event of a non-monetary default, the notice shall provide thirty (30) days to cure except for a default which cannot reasonably be cured within such period, in which case the notice shall require that efforts to cure be begun within thirty (30) days and be diligently pursued to completion thereafter.

4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in wise effect any other provisions which shall remain in full force and effect.

5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners recorded

in the Register's Office for Washington County, Tennessee; provided however that the undersigned Declarant may amend or alter this Declaration in Declarant's sole discretion at any time prior to Turnover and conveyance and delegation of authority for enforcement of the Declaration, Covenants, Conditions, and Restrictions for the properties to the Association.

6. Governing Law. This Declaration shall be a Tennessee contract and shall be construed under the laws of the State of Tennessee.

ARTICLE VI DEFINITIONS

1. "Developer" shall mean and refer Jeffrey C. Rogers and Jimmie C. Rogers, their successors in interest or assigns.

2. "Association" shall mean and refer to the LARKINS FARM HOMEOWNERS ASSOCIATION, a Tennessee non-profit corporation, its successors and assigns.

3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or land which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

4. "Lot" shall mean and refer to any portion of land shown and identified by particular Lot number upon the plat recorded for the Subdivision as set forth above, to which reference is here made, as well as any additional lots or phases of the Subdivision as added by the Developer from time to time by additional plats recorded by the Developer.

5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

6. "Turnover" as provided herein shall mean the act by which the Developer expressly yields to the Association the rights and powers of the Developer as set out herein and in the duly enacted Bylaws of the Association and the date after which the Developer shall no longer exercise the rights and powers of the Association or appoint all of the Board of Directors of the Association, which shall occur upon the provision of ten (10) days written notice to all Owners in the Subdivision either before or within sixty (60) days of the sale of all Lots in the Subdivision, and shall be at the Seller's discretion but no later than the sale of all Lots.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned, being the Developer of the Subdivision, has hereunto set its hand and seals as of the date first set forth above.

Jeffrey C. Rogers
JEFFREY C. ROGERS

Jimmie C. Rogers
JIMMIE C. ROGERS

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, a Notary Public of the state and county aforesaid, personally appeared **Jeffrey C. Rogers and Jimmie C. Rogers**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purpose therein contained as their free act and deed.

Witness my hand and seal, at office this 14 day of ^{May}~~March~~, 2025.

[SEAL]



Cynthia Carden
Notary Public
My Commission Expires: 4-26-28

Tennessee Certification of Electronic Document

I, Laiken Lewis, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 22 day of May, 2025.

Laiken Lewis
Affiant Signature

State of Tennessee
County of Washington

Sworn to and subscribed before me on 22 day of May, 2025.

[Signature]
Notary's Signature

My Commission Expires: 01-28-2026

