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1972  
Restrictions

This instrument prepared by: American Recreation Services, Inc.  
170 West End Avenue  
New York, N. Y. 10023

RENEGADE RESORT

CUMBERLAND COUNTY, TENNESSEE

DECLARATION OF COVENANTS AND RESTRICTIONS

DATED: July 26, 1972

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, American Recreation Services, Inc., a Delaware Corporation, hereinafter referred to as "Developer", is the Developer of the lands hereinafter described in Article II of this Declaration; and,

WHEREAS, Recreation Unlimited, Inc., a Tennessee Corporation, hereinafter referred to as "Recreation" (Developer and Recreation collectively referred to as "Developer" hereinafter) is the Developer of the lands hereinafter described in Article II, Section 4 of this Declaration; and,

WHEREAS, Developer is developing said lands as part of a common master plan of development and intends to add other lands to the development as herein provided under Article II and to create thereon a residential and commercial community with streets, water and sewer systems, recreational facilities of various types, and other common facilities for the use and benefit of the owners of the said properties described herein and the properties that may be added as provided under Article II; and,

WHEREAS, Developer desires to provide a method for the construction and maintenance of these facilities in order to provide for the preservation of property values in this community and for the maintenance of the streets, water and sewer systems, lakes, golf courses, playgrounds, parks, and other recreational and common facilities,

*for supp. Decl. of Cov. & Rest. see Rec'd of the 152, 153, 154, 3/14/73, 3/25/73, 3/25/78.*

*the imp. dec. of the court. (Blk. 150 & 16) see S.B. 563, pg. 385. 7-20-88 CM 211  
\* See Consent to Restriction, see S.B. 470, pg. 388. 6-21-94. UM UM.*

and to accomplish this purpose, intends and does hereby subject the real property described in Article II, together with such additions as may hereinafter be made to the property in accordance with the provisions of Article II, to the covenants, restrictions, easements, liens, and charges hereinafter set forth for the benefit of said property and each owner thereof; and,

WHEREAS, The Renegade Community Club, a non-profit corporation organized and existing under by virtue of the laws of the State of Tennessee, with its principal office located in Renegade Resort, Cumberland County, Tennessee, has joined in this Declaration, intending to bind itself to perform certain functions as hereinafter set forth, and to exercise the powers and duties as provided herein;

NOW, THEREFORE, the Developer declares that, except as otherwise provided herein, the real property described in Article II and such authorized additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied, subject at all times to the covenants, restrictions, easements, liens and charges (collectively referred to as "covenants and restrictions") hereinafter set forth.

#### ARTICLE I - DEFINITIONS

Section 1. The following words, when used in this Declaration or any supplement hereto, or upon the plat of any properties described in Article II or any additional plats made subject to the provisions of this Declaration as provided in Article II, shall have the following meanings:

(A) "Property" or "Properties" shall mean and include all properties that are subject to this Declaration, including all additional land which may hereafter become subject to this Declaration in the manner provided in Article II; provided that Article II, Section 1 Properties shall not be included in such definition where such property is expressly excluded from an Article or a section.

(I) "Lot" shall be the numbered lots in the numbered blocks as shown on any recorded subdivision plat of The Properties.

(J) "Commercial Lot" shall mean and refer to any lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(K) "Residential Lot" shall mean and refer to any lots so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(L) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(M) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.

(N) "Single Family Attached" shall mean and refer to any building containing one or more Living Units attached but each Living Unit located on a separate Parcel of Land.

(O) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of Land.

(P) "A Parcel of Land" may be less than a lot, a single lot, more than a lot, or several lots, or a plot of land described by metes and bounds description.

(Q) "Owner" shall mean and refer to the record owner of a Parcel of Land, including the Developer, or other record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties.

(R) "Member" shall mean and refer to all those persons or entities who are members of the Club as provided in Article III, Section 1, hereof.

(S) "Developer" shall mean American Recreation Services, Inc., its subsidiaries, and its successors and assigns, and when used collec-

(B) "Article II, Section 1 Properties" shall mean all those properties described in Article II, Section 1 of this Declaration.

(C) "Club" shall mean and refer to Renegade Community Club, its subsidiaries, successors, and assigns.

(D) "Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of the property which are intended to be devoted to the common use and enjoyment of Owners of the properties and shall also mean and refer to any improvement or area designated by the Developer as Common Property in writing on the plat or by recorded instrument delivered to the Club, and shall specifically include, but not to the exclusion of other improvements which may hereinafter be designated as Common Properties by the Developer, the following: Roads and streets, golf course, tennis courts, swimming pools, permanent parks, and permanent recreational plots.

(E) "Limited Common Properties" shall mean and refer to those area of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property; and also those areas so designated from time to time by the Developer for the purposes aforesaid.

(F) "Roads and Streets" shall mean and refer to every way for passage by vehicle, whether or not dedicated to the owners exclusively or to the general public, and whether or not known by the name of road, street, avenue, place, lane, or other name. The designation shall not mean private driveways.

(G) "Utility Easement" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Utility Easements," or as may be provided in or by this Declaration, or any Supplemental Declaration.

(H) "Reserved Properties" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Reserved Properties."

tively shall include Recreation Unlimited, Inc.

(T) "Assessments ", "Dues", "Dues Assessments." These words and each of them where used herein shall mean and include dues charged by the Club as an annual or monthly membership charge, as well as any regular, special or capital improvement assessment or charge which the Club may impose on its membership in accordance with its Charter and By-Laws.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

#### ADDITIONS THERETO

Section 1. Properties. The real property, which shall be referred to herein as "Article II, Section 1 Properties" and which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration except where otherwise provided, is situated in the County of Cumberland, State of Tennessee, and is described as follows: (all filing references refer to the Register's Office, Cumberland County, Tennessee.)

BLOCK 1, LOTS 1-13, 15-28, 30, 32-102, 104, 105, 109, as filed on the 25th day of April, 1968 in Plat Book 2, Pages 55 and 57.

BLOCK 2, LOTS 125-147, 149, 200-223, 225, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, as filed on the 6th day of July, 1968 in Plat Book 2, Page 58.

BLOCK 2A, LOTS 117, 119, 121, 123, 126A, 201A, 300A, as filed on the 27th day of June, 1969 in Plat Book 2, Page 89.

BLOCK 4, LOTS 420-428, 431-439, 441-453, as filed on the 16th day of October, 1968, in Plat Book 2, Page 69.

BLOCK 4A, LOTS 413-419, 454-457, 459-465, 470-475, as filed on the 16th day of October, 1968 in Plat Book 2, Page 67.

BLOCK 5, LOTS 501, 503, 505, 507, 509, 511, 513, 515, 517, 519, 524, 526, 528, 530-546, 548, 550, 552, 554, 556, 558, 560, 562-565, 567, 569, 571, 573, 575, 577 as filed on the 16th day of October, 1968 in Plat Book 2, Page 68.

BLOCK 6, LOTS 600-608, 610, 611, 613-620, 622-624, 626-634, 637-640, 643-650, 652-654, 673, 674, 681, 695, 696, 698, 699, 801, 803-806, as filed on the 2nd day of April, 1970 in Plat Book 3, Page 25.

BLOCK 7, LOTS 476-479, 481-493, 496, 549, 551, 553, 557, 559, 561, 701-708, 711, 714, 716, 717, 725, 731, 737, 738, 740-742, 748-750, 757, 760, 764, 765, 768-770, 772-777, 779, 780 as filed on the 15th day of May, 1969 in Plat Book 2, Page 81.

BLOCK 8, LOTS 227, 229-231, 234, 235, 238, 241, 244, 246-248, 250, 251 as filed on the 27th day of June, 1969 in Plat Book 2, Page 90.

BLOCK 10, LOTS 1-15, 17-23, 25, 27-29, 31, 32, 38-46, 48-51, 53-60, 62-66, 69, 72-76, 78-80, 85-88, 90, 92, 93, 96-99, 102, 105, 106, 109, 114-116, 120-125, 132-136, 145, as filed on the 21st day of December, 1970 in Plat Book 3, Page 54.

BLOCK 11, LOTS 1, 2, 9, 12-17, 19, 20, 22-28, 31-33, 35-37, 41-43, 46, 48-51, 53, 54, 56-60, 62, 63, 66-73, 75, 79, 81, 82, 85, 87-89, 91, 93, 96-99, 104-107, 113, 114, 119-121, 123-125, 129

Section 2. Dedicated Property. The following are lands which are hereby dedicated and made fully subject to said Declaration, all situated in the County of Cumberland, State of Tennessee, as follows:

BLOCK 1, LOTS 14-19, 31, 103, as filed on the 25th day of April, 1968, in Plat Book 2, Pages 55 and 57.

BLOCK 4, LOTS 429, 430, 440, as filed on the 16th day of October, 1968, in Plat Book 2, Page 69.

BLOCK 4A, LOTS 458, 466-469, as filed on the 16th day of October, 1968, in Plat Book 2, Page 67.

BLOCK 6, LOTS 609, 612, 621, 625, 635, 636, 641, 642, 651, 656-672, 675-680, 682-694, 697, 802, 807-816, as filed on the 2nd day of April, 1970, in Plat Book 3, Page 25.

BLOCK 7, LOTS 480, 494, 495, 497-500, 709-710, 712, 713, 715, 718-724, 726-730, 732-736, 739, 743-747, 751-756, 758, 759, 761-763, 766, 767, 771, 778, as filed on the 15th day of May, 1969, in Plat Book 2, Page 81.

BLOCK 8, LOTS 228, 232, 233, 236, 237, 239, 240, 242, 243, 245, 249, 252-260, as filed on the 27th day of June, 1969, in Plat Book 2, Page 90.

BLOCK 9, LOTS 301, 303, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327-412, 900-912, 781-787, as filed on the 10th day of September, 1970, in Plat Book 3, Pages 51 and 52.

BLOCK 10, LOTS 16, 24, 26, 30, 33-37, 47, 52, 61, 67, 68, 70, 71, 77, 81-84, 89, 91, 94, 95, 100, 101, 103-104, 107, 108, 110-113, 117-119, 126-131, 137-144, as filed on the 21st day of December, 1970, in Plat Book 3, Page 54.

BLOCK 11, LOTS 3-8, 10, 11, 18, 21, 29, 30, 34, 38, 40, 44, 45, 47, 52, 55, 61, 64, 65, 74, 76-78, 80, 83, 84, 86, 90, 92, 94, 95, 100-103, 108-112, 115-118, 122, 126-128, 130-133, as filed on the 21st day of December, 1970, in Plat Book 3, Page 55.

BLOCK 12, Lots 1-123, 129, 130, 141-148, as filed on the 6th day of April, 1972, in Plat Book 5, Page 14.

BLOCK 12A, LOTS 1-11, 14-45, 48-93, 99-102, 105-131, as filed on the 29th day of April, 1972, in Plat Book 5, Page 13.

RENEGADE HEIGHTS EAST, LOTS 1-26, as filed on the 26 day of July, 1972 in Plat Book 5, Page 63.

Section 3. Additions to Property.

(a) Developer shall have the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer,

in future stages of the development, provided that such proposed additions shall be acceptable to the Club. Under no circumstances shall this Declaration or any Supplemental Declaration bind the Developer to make any further additions of properties to the Declaration.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to such property, and the Owners, including the Developer, of Lots and Living Units in such additions shall immediately be entitled to all privileges herein provided.

(c) Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or change the application of this Declaration to property then subject to the Declaration.

Section 4. Additions Limited to Developer. No one other than the Developer shall have the right to place additional lands under the covenants and restrictions or to cause additional land to be entitled to the benefits arising hereunder unless the Developer shall agree in writing with the Club that such additional lands may be included hereunder, except that Developer and Club agree that the lands owned by Recreation Unlimited, Inc., situated in the County of Cumberland, State of Tennessee, and described as follows:

BEGINNING at a point which is South 5 degrees 30 Minutes West 235.3 Feet from the South West corner of the Lodge; Thence South 14 degrees 45 Minutes East 554.72 Feet to a stake; Thence South 7 degrees 55 Minutes East 150 Feet to a stake; Thence North 37 degrees 5 Minutes East 215 Feet to a stake; Thence North 14 degrees 45 Minutes West 410 Feet to a Stake; Thence North 59 degrees 45 Minutes 215 Feet West to the Beginning, as filed on the 3rd day of January 1972 in Deed Book 117, Page 308.

BEGINNING at the Southwest Corner of Parcel 1, Thence South 7 degrees 55 Minutes East 122 Feet; Thence North 80 degrees 10 Minutes East 235 Feet; Thence North 12 degrees West 150 Feet; Thence South 78 degrees West 62 Feet; Thence North 12 degrees West 120 Feet to the Southeast Corner of Parcel #1; Thence with the South line of Parcel #1 South 37 degrees 5 Minutes West 215 Feet to the Beginning.

BEGINNING at the North East corner of Parcel 2; Thence with East line of Parcel 2 South 12 degrees East 150 Feet; Thence North 80 degrees 10 Minutes East 68 Feet; Thence North 71 degrees 35 Minutes East 294 Feet; Thence North 32 degrees 30 Minutes West 129 Feet; Thence South 78 degrees West 315 Feet to the Beginning.

BEGINNING at the North East Corner of Parcel 3; Thence with the North line of Parcel 3 South 78 degrees West 155 Feet; Thence North 12 degrees West 165 Feet; Thence North 40 degrees 05 Minutes West 94 Feet; Thence North 53 degrees East 104 Feet; Thence South 32 degrees 30 Minutes East 310 Feet to the Beginning, as filed on the 5th day of May, 1972, in Deed Book 121, Page 117, and on the 27th day of July, 1972, in Deed Book 124, Page 3 ;

BEGINNING at the North East Corner of Parcel 4; Thence North 40 degrees 5 Minutes West 245 feet; Thence South 50 degrees West 116 Feet; Thence South 40 degrees 5 Minutes East 240 Feet; Thence North 53 degrees East 104 feet to the Beginning, as filed on the 27th day of July, 1972, in Deed Book 124, Page 1. .

shall also be dedicated and made fully subject to said Declaration and shall constitute additions to the Property under this Declaration and shall be covered and included under the terms, provisions, assessments, and liens as provided in this Declaration.

Section 5. Severability as to Each Property. Notwithstanding any provision contained herein, if any Lot or Lots or Parcel of land described in this Article II or in the future added to this Declaration as provided herein, shall for any reason fail to be validly bound by the terms of this agreement, such failure as to such Lot, Lots or Parcel shall in no way prevent or limit the effectiveness of this agreement with respect to all other properties that are properly included hereunder.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE CLUB

Section 1. Membership. The Developer shall be a member of the Club so long as it shall be the record owner of a fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Club. Also, every person or entity who is a record owner of a fee, or an undivided one-half fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Club, or who has entered into a contract of purchase with the Developer covering such a Lot or Living Unit, shall be a member of the Club, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation shall not be a member. Also, every person or entity who is a record owner of a fee, or undivided one-half fee interest.....



in any Lot or Living Unit which is part of The Properties but is not subject to assessment by the Club, or any such person or entity who has entered into a contract of purchase with the Developer covering such a Lot or Living Unit may be a member of the Club but shall not be required to be a member.

Section 2. Classes of Membership and Voting Rights. The following classes of membership are established:

A. Memberships Restricted to Lot Owners whose property was purchased from Developer prior to August 1, 1972.

(1) CLASS A CHARTER MEMBERSHIPS: Every Lot Owner (including persons who have entered into a contract of purchase with Developer) who contracted to purchase property at Renegade Resort prior to August 1, 1972, may join the Club as a Class A Charter Member. Each such membership shall have one vote for each Lot deeded to the member or members. This privilege of being a Class A Charter Member shall be transferred by such Lot Owner by sale of such Lot. Such memberships are voluntary and the members may resign at any time. If such a membership is terminated by resignation, failure to pay dues, or otherwise, it cannot be renewed. Dues on such memberships are fixed at \$25.00 per year and may not be raised without the affirmative vote of a majority of such members having a right to vote, who vote on the issue upon submission to them by the Club's Board of Directors. Rescission of a contract of purchase by the Developer for any reason shall terminate a membership based upon such contract.

B. Memberships for Lot Owners Whose Property was Purchased from Developers After August 1, 1972.

(1) Regular Memberships: Every person who owns at least an undivided one-half interest in fee simple in any Lot or Living Unit sold by Developer after August 1, 1972, shall be a Regular Member of the Club. If the ownership of a Lot or Living Unit is so divided that no person owns as much as an undivided one-half interest, then a majority of the co-owners may designate not more than two of the co-owners to be the members of the

Club for such Lot or Living Unit. There shall be one vote for each Lot or Living Unit, and if there is more than one Owner, then the co-owners must designate the member who is entitled to vote.

(2) Business Memberships: Each Entity, other than a person who owns the fee simple interest in any Lot or Living Unit sold by Developer after August 1, 1972, shall hold a Business Membership in the Club and, as such, shall be entitled to designate one family to enjoy the privileges of membership in accordance with the rules of the Club. There shall be one vote for each Lot or Living Unit, and the family designated as being entitled to the privileges of membership shall be entitled to vote the membership.

(3) Associate Memberships: Every person or entity who entered into a contract of purchase with the Developer after August 1, 1972, covering a Lot or Living unit and who has not paid the Developer in full for the purchase price of the Lot or Living Unit, shall be an Associate Member of the Club. An Associate Member shall be entitled to all of the privileges of a member except the right to vote. Rescission of a contract of purchase by the Developer for any reason shall terminate the Associate Membership or Memberships incident to the contract of purchase rescinded.

C. Developer Membership: The Developer, its successors and assigns, shall be entitled to ten votes for each Lot or Living Unit of which it is the record owner, whether such Lot is subject to an outstanding contract of sale to a purchaser or not. Developer shall be entitled to all of the privileges of issuing temporary guest cards to the Club as it may deem necessary to assist in sale and development of the properties, so long as it shall be a member.

#### ARTICLE IV

##### UTILITY EASEMENTS

Section 1. This Article does not apply to Article II, Section 1 Properties.

Section 2. Reservations of Utility Easements: Developer hereby reserves and is given a perpetual, alienable and releasable easement,

privilege and right on, over and under the grounds as hereinafter designated of The Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage, cable TV, and other conveniences or utilities on, in, over and under all of the Common Properties upon The Properties and on, in, over and under all of the easements including, but not limited to, Roads and Streets, shown on any subdivision plat of The Properties (whether such easements are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, over and under a 5-foot strip at the back of each lot of The Properties. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section or any such privileges, easements and rights reserved on any plat of the Properties except Article II Section 1 Properties. The owners, other than the Developer, of the lot or lots subject to the privileges, rights and easements referred to herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of The Properties, are and shall remain private easements and the sole and exclusive property of the Developer.

#### ARTICLE V

##### RESERVED PROPERTIES

Section 1. Real Properties Designated as "Reserved Properties" are Reserved from Declaration and Plats. Any area upon a plat covered by this Declaration or any Supplemental Declaration designated as "Reserved Properties", shall remain the privately-owned and the sole and exclusive property of the Developer, and neither this Declaration nor any Supplemental Declarations nor the plats in connection with same shall in any-

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wise apply to such "Reserved Properties" unless at a later time same shall be included under the provisions of the Declaration or a Supplemental Declaration as provided in Article II hereof.

Section 2. Utilities Reserved from Declaration. Utilities, unless conveyed by written instrument to the Club, are specifically reserved unto the Developer. It is contemplated utilities for The Properties shall be furnished either by Developer, its subsidiaries or related companies or by companies furnishing such services in the vicinity of The Properties and the Developer retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which consideration shall belong to the Developer, as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to:

- Water System
- Sewerage System
- Natural, Liquified or Manufactured Gas System,
- Electrical System,
- Telephone System
- Antenna Television Transmission and Distribution Facilities and System.

In the event the Developer elects to furnish any of the utility services aforesaid, it may organize a company, or companies, to furnish such utility services, and shall have the right to enter into agreements with such company, or companies, to furnish the utility services reserved, or any of them, even though such company, or companies, so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with economic feasibility to so provide same.

#### ARTICLE VI

##### PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON PROPERTIES

Section 1. Water System. It is contemplated the water system shall be constructed by Developer. Developer shall be the sole judge as to the time when the water system shall be constructed and extended. In

the event the Developer shall decide it is not economically feasible to extend the water system to a particular area, it shall not be obligated to do so until such time as it shall become economically feasible. Developer shall determine the most feasible manner of providing for a permanent central water system and may transfer ownership to the Club; in which event, the water system shall become a Common Property and shall be operated, maintained and improved by the Club and all revenue shall belong to the Club.

Section 2. Roads and Streets. It is contemplated the roads and streets shall be constructed by the Developer and that those roads and streets which are not dedicated to the general public will be a part of the Common Properties. However, the Developer shall be the sole judge as to when such roads and streets, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the roads and streets will be improved. In the event the Developer shall decide it is not economically feasible to extend improved roads or streets to a particular area, it shall not be obligated to do so. To the extent not provided by public authorities, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the roads and streets, regardless of whether dedicated to the public or as Common Properties, shall be borne by the Club which may levy assessments against each Lot and Living Unit as herein provided.

Section 3. Golf Course and Other Recreational Facilities. It is contemplated the Developer shall construct the Golf Course and other Recreation Facilities, including Permanent Parks and Permanent Recreational Plots. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to such Common Properties shall be the obligation of the Club, and shall be paid from dues or assessments against each Lot and Living Unit as herein provided, and also from fees for the use of the Common Properties. The Developer shall be the sole judge as to the time when the

Golf Course and other Recreational Facilities shall be constructed, and if the Developer shall decide that it is not economically feasible to construct any or a portion of such due to the failure to sell sufficient Lots or Living Units, it shall not be obligated to construct same.

#### ARTICLE VII

##### PLAN FOR CONSTRUCTION AND MAINTENANCE OF LIMITED COMMON PROPERTIES

Section 1. Construction and Maintenance. Developer may designate certain facilities as Limited Common Properties for the benefit of a particular area or for the benefit of particular classes of Club membership. Developer may also, but shall not be required to, restrict the right of owners of Lots or Living Units in specific areas from using some or all of the Common Properties. Maintenance, capital improvements, operation, taxes, and other expenses incident to these Limited Common Properties, shall be the obligation of the owners of the Lots or Living Units entitled to the use and enjoyment of the particular Limited Common Properties. If owners in a certain area are restricted in their use of Common Properties of the Club, then the Club shall determine an equitable allocation of the dues and assessments charged or chargeable by the Club for use and maintenance of its various Common Properties so that such owners will be chargeable only with the share allocable to the Common Properties so that such owners will be chargeable only with the share allocable to the Common Properties benefiting them. In order to perform construction and maintenance on Limited Common Properties built by Developer, Developer may organize a non-profit corporation which shall have as members all those owners of Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties and the non-profit corporation shall have, as to such Lots and Living Units, the same powers which the Club has as provided in this Declaration, including the power to levy dues and assessments against such particular Lots and Living Units in order to obtain funds for such Limited Common Properties.

Section 2. Upon the failure of the non-profit corporation belonging to the owners of the property entitled to the use and enjoyment of the particular Limited Common Properties to provide for the construction and maintenance of the particular Limited Common Properties, the

Club may perform same and apportion the charge against the Lots and Living Units entitled to the benefit of the particular Limited Common Properties and same shall constitute a lien against such property subject only to the lien by reason of a first mortgage or deed of trust against such property.

#### ARTICLE VIII

##### PROPERTY RIGHTS OF THE COMMON PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Article IV, Article VII and Section 3 of this Article VIII, every member, so long as such membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer shall convey the Common Properties to the Club after the construction of same is completed, or at an earlier time.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Developer and/or the Club to borrow money for the purpose of constructing, improving and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering such properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Club and all rights of the Members shall be fully restored; and,
- (b) the right of the Club to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,
- (c) the right of the Club to suspend the enjoyment rights of any Member for any period during which any assessment, service or use charge, remains unpaid, and for any period not

to exceed thirty days for any infraction of its published rules and regulations; and,

- (d) the right of the Club to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the Common Properties; and,
- (e) the right of the Club to make the golf course and other recreational facilities available by lease, or otherwise, subject to sub-paragraph "f" hereof, to another Country Club, which shall be a non-profit corporation, with the right of the other country club to charge dues to members and permit persons who are not members to become members of the other country club for a membership payment and also for payment of dues, and with the understanding the other country club shall have the right to make rules and regulations which shall be enforceable as to members; and,
- (f) the right of the Developer until all Lots and Living Units located within The Properties shall have been sold to make use of the Common Properties to encourage sales; and,
- (g) the right of individual members to the exclusive use of parking spaces as provided in Section 4 hereof; and,
- (h) the right of the Club to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless such action shall be approved by a vote of 51% of the membership, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety days in advance of any action taken.

Section 4. Parking Rights. Subject to reasonable rules and conditions, the Club shall maintain and designate at least one parking space conveniently located with respect to each Living Unit for which the Developer may request same and such parking space shall be for the exclusive use of members residing therein, their families or guests. The use of such space by any other member, or person, may be enjoined by the Club or the member entitled thereto. The right of the exclusive use of such parking space and to its maintenance by the Club shall be appurtenant to and shall pass with title to each Living Unit.

#### ARTICLE IX

##### PROPERTY RIGHTS OF THE LIMITED COMMON PROPERTIES

Section 1. Owners' Easement of Enjoyment. Lands designated upon plats at "Limited Common Properties", and also as may be so designated



from time to time by the Developer, shall be devoted to the common use and enjoyment of the owners of specifically designated Lots and Living Units to the exclusion of the common use and enjoyment of other owners of Lots and Living Units upon The Properties. The owners of the specifically designated Lots and Living Units, subject to Article IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with every such specifically designated Lot or Living Unit.

Section 2. Title to Limited Common Properties. The Developer may retain the legal title to the Limited Common Properties until construction of any improvements is completed and shall then convey the title of the particular Limited Common Properties to the non-profit corporation created to serve such Limited Common Properties as provided in Article VII; or, if Developer deems it more desirable and the Club agrees, then Developer may convey to the Club and it shall perform as provided in Section 2, Article VII hereof.

#### ARTICLE X

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Limitation with Respect to certain "Article II, Section 1" Properties. Section 2 of this Article X shall not apply to any Property described in Article II, Section 1 if such Property was purchased from the Developer by the Owner or his transferors by contract or deed dated prior to August 1, 1972. On such properties contracted for sale prior to August 1, 1972, but deeded by Developer after said date, Developer may indicate the exception of such Property by reference in the deed or by a subsequent written and recorded statement.

Section 2. Creation of Lien. Except as provided in Section 1, the Developer for each Lot and Living Unit owned by it within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a

deed therefor, or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Club: (1) annual assessments of charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as herein provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 3. Purpose of Assessments. The assessments levied hereunder by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use enjoyment of the Common Properties and the improvements situated upon The Properties, including but not limited to the payment of taxes and insurance thereon, and construction of capital improvements, repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of assessments levied hereunder for maintenance of roads and streets within The Properties, even though same have been dedicated to the public.

Section 4. Basis and Maximum of Annual Dues Assessment. Effective August 1, 1972, the annual dues assessment shall be \$100.00 per Lot or Living Unit for all memberships except Class A Charter Members, which shall be \$25.00. The annual assessment may be changed by the Board of Directors of the Club for all except Class A Charter Memberships.

The Board of Directors of the Club may classify areas in accordance with the level of improvements currently being furnished to such areas, and may reduce the assessments for any particular year as to the Lots in a

particular area, if improvements have not yet been completed for such area.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments, the Club may levy against all members except Class A Charter Members a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the roads and streets or other Common Properties within The Properties, even though same may have been dedicated to the public, and also a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be for a stated period of time and shall be levied by affirmative vote of 51% of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty days in advance and shall set forth the purpose of the meeting. Class A Charter Members shall not be subject to such assessments and need not be given notice of any meeting called to make such assessments nor shall they be entitled to vote at such a meeting.

Section 6. Quorum for Any Action Authorized Under Section 5. The Quorum of any action authorized by Section 5 hereof shall be as follows:

At the first meeting called as provided in Section 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast 50% of the total votes that may be cast on the particular question to be presented, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the meeting may be recessed to a day and time certain not less than seven days nor more than thirty days thereafter, and notice of such date shall be given. The required quorum, when the meeting reconvenes, shall be one-half of the previously required quorum, but may not be less than 10% of the total voting memberships.

Section 7. Date of Commencements of Annual Assessments: Due Date. The annual dues assessments provided for herein shall commence on the 1st day of October, 1972, except for Class A Charter Memberships, which shall commence on the 1st day of the month following acceptance by the

Club of application for membership.

Dues assessments for Memberships shall be payable yearly, or as otherwise determined from time to time by the Board of Directors of the Club, for each type of membership. The first annual assessments shall be for the balance of the calendar year in which the property becomes subject to this Declaration and shall be apportioned over the remaining months of such calendar year, and payment shall be payable on the 1st day, or such other day as may be fixed by the Board of Directors of the Club, of October for the remainder of the calendar year. The assessments for any calendar year, after the first year, shall become due and payable on the first day, or such other day as fixed by the Board of Directors of the Club, of February of each year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Property now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment, and it shall be payable monthly with the same option on the part of the Club in the event of default.

Section 8. Duties of the Board of Directors. The Board of Directors of the Club shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessment applicable thereto which shall be kept in the office of the Club and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to

every Owner subject thereto. The Club shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Club, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Delegation of Collection of Assessment. The Club may delegate to Developer the duty of collecting the dues assessments, but all such collections shall belong to the Club. Due to the common interest of the Developer and the Club, the Club in the delegation of the collection of the assessments may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot or Living Unit.

Section 10. Effect of Non-Payment of Assessment; The Lien; Remedies of Club. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, upon the election of the Club to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid as provided in Section 7 and the Club shall declare the entire assessment due and payable. the assessment shall bear interest from date of delinquency, ~~at the rate of 6% per annum~~, and the Club may foreclose the lien against said property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

Common Properties, —  
Limited Common Properties,  
Utility Easements and all other Easements,  
Reserved Properties,  
Utilities,  
Water and Sewer System and Properties.

*Amendment  
Added.  
Language added*

ARTICLE XI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the home upon The Properties and placed on the dividing line between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use

of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

## ARTICLE XII

### ARCHITECTURAL CONTROL COUNCIL

Section 1. Review by Council. No building, fence, wall improvement, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of Developer, or by an Architectural Control Council composed of three or more representatives appointed by said Board. In the event said Board, or its designated Council, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed

to have been fully complied with.

#### ARTICLE XIII

##### EXTERIOR MAINTENANCE

Section 1. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance as to buildings or grounds the Developer or the Club may, but shall not be obligated to, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Lot or Living Unit is subject under Article X hereto and, as part of such assessment or charge, it shall be a lien subject, however, to lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided in Article X hereof. Upon collection by the Club, the cost shall be paid to Developer, if the Developer has performed the work.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article XIII, the Developer or the Club through its respective duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

#### ARTICLE XIV

##### PROTECTIVE COVENANTS

Attached hereto as "Exhibit 1" and incorporated herein by reference as fully as though set forth word for word are protective covenants. Such covenants shall be considered to be part of the "Declaration" and shall apply to and bind all of The Properties except Article II Section 1 Prop-



erties. Paragraphs 11 and 12 of the Protective Covenants shall apply to and bind Article II Section 1 Properties except thos Lots purchased by the Owner from the Developer by contract or deed dated prior to August 1, 1972.

#### ARTICLE XV

##### GENERAL PROVISIONS

Section 1. Duration. All provisions, covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds requirements, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded 3 years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2. Notices. Any notice given or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mail with postage paid, addressed to the last known address of the person who appears as Member, Associate Member or Owner on the records of the Club at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Assignability. All provisions of this Declaration shall be binding upon and shall inure to the benefit of the parties, their successors and assigns. Developer or the Club may assign or convey all or any part of their rights, privileges or obligations hereunder at any time, but such assignment or conveyance shall not relieve the assignor from fulfilling its obligations hereunder or causing them to be fulfilled by such assignee.

Section 5. Amendments. The provisions of this Declaration may be amended if such amendment is adopted by affirmative vote of a majority vote of the votes cast by the voting members of the Club and such amendment is also adopted by Developer. Any such amendment must be in writing and properly executed and recorded.

Section 6. Limitation with Respect to Certain Article II Section 1 "Properties". Articles XI and XIII shall not apply to any Property described in Article II Section 1 if such Property was purchased from Developer by the Owner by contract or deed dated prior to August 1, 1972.

Section 7. Severability. Invalidation of any provision, covenants or restriction contained herein shall not invalidate any other provisions and they shall remain in full force and effect.

IN WITNESS WHEREOF, AMERICAN RECREATION SERVICES, INC.,  
Developer herein, RECREATION UNLIMITED, INC. Recreation herein, and  
RENEGADE COMMUNITY CLUB, Club herein, have executed this agreement  
for the purposes as set forth and have caused this Declaration to be  
executed by their duly authorized corporate officers this 26<sup>th</sup> day  
of July, 1972.

AMERICAN RECREATION SERVICES, INC.

By

Charles W. H. M.  
President

ATTEST:

R. K. Shyne  
Secretary

DEVELOPER

RECREATION UNLIMITED, INC.

By

Charles W. H. M.  
President

ATTEST:

R. K. Shyne  
Secretary

RECREATION

RENEGADE COMMUNITY CLUB

By

Charles W. H. M.  
President

ATTEST:

R. K. Shyne  
Secretary

CLUB

ACKNOWLEDGMENT

STATE OF TENNESSEE )  
                          ) ss.  
COUNTY OF CUMBERLAND )

On this 26 day of July, 1972, before me, the undersigned,  
a Notary Public duly commissioned, qualified and acting, within and  
for said County and State, appeared in person the within-named Charles  
E. Hoyfl and R. K. Schofer, to me  
personally well known, who stated that they were the President and Secre-  
tary of AMERICAN RECREATION SERVICES, INC., a corporation, respectively,  
and were duly authorized in their capacities to execute the foregoing in-  
strument for and in the name and behalf of said corporation, and further  
stated and acknowledged that they had so signed, executed and delivered  
said foregoing instrument for the consideration, uses and purposes there-  
in mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal  
this 26 day of July, 1972.

Philip O. Harris  
Notary Public



My commission expires:

AUG. 18, 1974

ACKNOWLEDGMENT

STATE OF TENNESSEE    )  
                                  ss.  
COUNTY OF CUMBERLAND )

On this 26 day of July, 1972, before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for said County and State, appeared in person the within-named Charles E. Hoyt and R. K. Schaper, to me personally well known, who stated that they were the President and Secretary of RECREATION UNLIMITED, INC., a corporation, respectively, and were duly authorized in their capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26 day of July, 1972.

Philly O. Adams  
Notary Public

My commission expires:  
8-18-74





PROTECTIVE COVENANTS

1. Application. These Protective Covenants shall apply to all of the Properties as provided in the Declaration. They shall also apply to additions to the Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

2. Architectural Control Council. When the Architectural Control Council, hereinafter referred to as A.C.C., is referred to in these Protective Covenants, it shall mean either the Board of Directors of the Developer or the Architectural Control Council appointed by the Board of Directors pursuant to Article XII of the Declaration.

3. Amendment, Rescission or Additions. Developer may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive than as provided in the Federal Housing Administrations' then current edition of "Minimum Property Standard for Single Living Units."

4. Zoning. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon unless changed as provided in Paragraph 3 above. Structures upon Lots designated as commercial or industrial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, and other features by the A.C.C. and may be used for residential or other purposes with consent of the A.C.C. The A.C.C.

may change the use classification of Lots to permit a residential use of a Lot restricted to commercial or industrial with the consent of the Owner of the Lot. As to Lots designated as Residential Lots upon recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached and Single Family Attached) which shall be permitted, provided that Single Family Detached is a permitted use on any such property regardless of designation. In the case of Multi-Family or Multi-Unit Structures, such will be allowed only while designated upon recorded Subdivision plats or as approved by the A.C.C. The notes upon recorded subdivision plats shall be also control as to minimum square footage of each Single Family Detached Structure, Single Family Attached structure, as well as each Living Unit in a Multi-Family structure. Provisions of Article XII shall control as to kind, shape, height, materials, et cetera, in regard to all structures erected upon or moved upon Residential Lots.

5. A residential lot shall be used only for residential purposes except with permission of the A.C.C., such lot may be used for non-profit, civic, religious, educational and community purposes such as, but not limited to, churches, schools, fire and police stations, community buildings, libraries or parks. On Single Family Detached Lots no residential building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, and private garages for the occupants' vehicles and other outbuildings incidental to the residential use of the lot.

6. Resubdivision. No lot shall be subdivided except upon written approval of the A.C.C.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other out-



building shall be used on any lot at any time as a residence, either temporarily or permanently.

8. Setbacks. No building shall be placed closer to the Roads and Streets than a setback line shown on a recorded subdivision plat and if no setback line is shown, then the applicable setback shall be 30 feet, except where such requirement creates an undue hardship upon the Owner. Such setback may be modified, as necessary, by the A.C.C., to prevent the hardship.

9. Side Yards. Where Lots are zoned as Residential, the following shall apply, unless the recorded plat provides otherwise:

(a) A Single Family Detached structure or any building incident thereto shall not be closer to a side lot line, or a rear lot line, than 5 feet, except where such restriction creates an undue hardship upon the Owner. The A.C.C. may modify this restriction if necessary to alleviate any hardships;

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two lots involved.

(c) A Multi-Family Structure shall not be closer to a side line, or a rear lot line, than 5 feet, except where such restriction creates an undue hardship upon the Owner. The A.C.C. may modify this restriction if necessary to alleviate hardships;

(d) The A.C.C. shall decide all questions relative to locations of Commercial structures upon lots where such structures are permitted.

10. Land Near Water Courses, Golf Course, Permanent Parks, Permanent Recreational Plots. No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of the

edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot or Lake, if any. Clean fill may be placed nearer to the property line of a Lake or the edge of an open water course in the event the written permission of the A.C.C. is first obtained. Likewise, by written permission of the A.C.C., a boat dock or boat house, if same shall exist, may be placed closer than 20 feet to the property line of a Lake to the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

11. Construction of Building. The contractor, builder, person or entity constructing a building upon Properties shall, prior to beginning the construction of any such building, furnish to the A.C.C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the Owner against material and mechanic liens. At the same time there shall be furnished to the A.C.C. satisfactory proof that builders' risk insurance, including Workmen's Compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within his time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builders' risk, including Workmen's Compensation insurance, if applicable, to be in effect for the construction period.

12. Time for Completion of Building. Commercial structures, Single Family Attached Structures, and Multi-Family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted:

- (a) The exterior of any Single Family Detached structure, garage,

or outbuilding permitted, which shall be erected upon or moved upon and Lot of the Properties covered by these Protective Covenants shall be completely finished within six months of date of the start of construction.

(b) The interior of any Single Family Detached structure, garage or outbuilding permitted, which shall be erected upon or moved upon a Lot of The Properties covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

13. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure erected upon or moved upon the Properties shall be in accordance with the standards prescribed by the A.C.C.

14. Sewage Disposal. No privately-owned sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the State Health Department and approved by the A.C.C.

15. Water Supply. No privately-owned water system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards, and recommendations of the State Health Department and approved by the A.C.C.

16. Outbuildings. Outbuildings or accessory buildings, such as garage, servants' quarters or guest house, shall be permitted on Lots upon which a Single Family Detached structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or temporarily by guests, and are not occupied as rental units by non-servant or non-guest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multi-Family structure shall be entirely within discretion of the A.C.C.

17. Protective Screening. There shall be compliance with all protective screening area as reflected upon any recorded subdivision plat of the Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", shrub plantings, fences, or walls shall be maintained throughout the entire length of such area by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such area. No vehicular access over the area shall be permitted except for the purposes of installation and maintenance of screening, utility and drainage facilities.

18. Sight Distance at Intersections. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the Street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. Signs. All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(a) Signs erected by the Club for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign, except as provided in subparagraph (p) above shall be erected without the permit of the A.C.C.

20. Model Houses. No provision of these Protective Covenants shall preclude the Developer on furtherance of its sale program from erecting, maintaining and utilizing Model Houses in any area zoned upon a recorded subdivision plat as residential for such purposes as it may consider necessary during the development stages.

21. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program, the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plot of The Properties.

22. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplement Declaration and may also be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the maintenance and installation of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Lot and all improvements in

it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Club, a public authority or utility company is responsible.

23. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of The Properties.

24. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or Parcel of Land of The Properties, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

25. Garbage and Refuse Disposal. No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.

26. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts, be permitted upon or in any Lot or Parcel of Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.

27. Conflict with Declaration. The provisions of the Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and the Declaration.

28. Enforcement. These Protective Covenants shall be enforced as provided in this Declaration of which the Protective Covenants are a part.

STATE OF TENNESSEE, CUMBERLAND COUNTY

The foregoing instrument and certificate were noted in Note Book M, Page 291, 11/15 O'clock P, July 27, 1923  
and recorded in Book 124 Series 5 Page 5 State Tax Paid \$ 0 Fee 0 Recording Fee 176.00 Total \$ 176.00  
Witness My hand 8/100  
Receipt No. 8/100  
R. Howard  
Registrar

DEFS 000038