

DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS

BAY MEADOWS

Dated: August 1, 2016

State of Tennessee

County of Union

This declaration made this the 8th day of November, 2006 by WATERFRONT GROUP, LLC a Kentucky Limited Liability Company, hereinafter called Declarant;

Revised August 1, 2016 by the Bay Meadows Property Owners Association agent of record.

WITNESSETH:

THAT WHEREAS, the delcarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, an shall apply to and bind the successors interest of any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I here of is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

ARTICLE I.

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this declaration is located in union county, Tennessee, an is more particularly described as follows:

ALL of Lots one (1) through forty three (43) of the subdivision named BAY MEADOWS more fully shown on that certain plat prepared by Fred C. Howell, Tennessee Registers' Land Surveyor No. 2328, dated 9/20/06, and recorded in the Office of the Register of the Deeds of Union County, Tennessee, in Cabinet D, at Slides 83-87.

No property other than that described above shall be subject to this Declaration until specifically made subject thereto.

ARTICLE II.

The real property described in Article I hereof (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced.

ARTICLE III.

The Declarant shall form a non-profit, non-stock corporation know as Bay Meadows Property Owners Association, Inc. (hereafter "POA" or "Association") prior to the conveyance of any Lot within

Bay Meadows Subdivision. The title owners of Lots within Bay Meadows shall become members of the Association at time of settlement. The Declarant shall administer the Association until the first meeting of the Bay Meadows Property Owners Association, which shall take place no later than one-hundred eighty days (180) after the Declarant ninety (90) percent of the Lots in Bay Meadows, at such time the Bay Meadows Property Owners Association will elect its own Administrators of the Association and shall operate freely within the restrictions herein contained. Each lot owner shall be entitled to one vote concerning election of administrators and other association matters such as special assessments, dues, etc.

Every lot described on the Bay Meadows plat map recorded in Cabinet D, Slides 83-87 of the Union County registry, shall be subject to an assessment of maintenance and expenditures as listed below. The annual assessment for each lot owner within Bay Meadows shall be the sum of \$250 dollars (\$250.00) per lot, per year. CHANGED 6/7/14: to be reviewed and voted upon periodically by the membership as business of the Board of Directors. Declarant shall be exempt from any and all assessments for any Lot owned by Declarant, either now or in the future. The annual maintenance assessment may be changed at any time by an affirmative vote of seventy-five percent (75%) of Lot owners excluding Declarant. The collected funds shall be known as the Bay Meadows Maintenance Fund.

After election of officers, the Bay Meadows Maintenance Fund shall be owned jointly by all Lot Owners of the property in Bay Meadows, and shall be used only for:

- a. Maintenance expenses for entrance; landscaping and signage
- b. Maintenance of pier, walkway and daydock, cleaning, repairs, and debris removal
- c. Maintenance of common area parking
- d. Electric bills, postage and insurance
- e. Community enhancement (weed eating, cutting of grass, debris removal)
- f. The payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document
- g. All reasonable administration costs for the perpetual continuation of the Bay Meadows Property Owners Association, Inc.

The Bay Meadows POA shall have the power to file with the Register of Deeds of Union County a notice if an assessment has not been paid, and a lien will be placed on said property, and shall continue until the assessment is paid. The annual assessments are due by April of the current year.

ARTICLE IV.

With this Declaration there is hereby established an Architectural Control Committee (hereinafter "ACC"), which shall be appointed by the Declarant. Declarant, in its discretion, may relinquish control of the ACC to the Association upon election of the Association's governing body.

No improvements shall be erected, placed, altered, maintained, or permitted to remain on any Lot, nor shall any construction be commenced thereon until plans for such improvements have been approved by action of the ACC in accordance with the provisions herein; provided, however, that improvements and alterations completely within the interior of a building may be completed without approval. The term, "improvements," shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric, and gas distribution facilities.

Any lot owner who commences to build without written permission and stamped plan approval from the ACC is subject to a fine of \$100.00 per day for every calendar day from the date of starting construction (i.e., digging footings, clearing lot to build) until receipt of approval letter from the ACC. The acc reserves the right to bring legal action against lot w\owners who start building without approved plans.

The ACC has prepared and will maintain "Building Standards" which summarizes the construction standards to be used as the criterion for the approval of proposed improvements. The ACC,

the Declarant, shall have the power to modify, alter, supplement, or amend Building Standards at any time, but such change shall not be effective as to improvements, which have previously been approved. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

All communications and submittals shall be addressed to the current Board of Directors and said designated ACC. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ACC shall have thirty (30) days to approve complete plans that have been submitted by Lot Owner(s) or builder.

Neither the ACC, or any member, employee, or agent thereof, shall be liable to any owner of a Lot or to anyone submitting plans for approval, or to any other interested party by reason of failure to approve any such plans for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ACC for approval agrees not to bring any action or suit to recover any damages against the Declarant, the ACC or any partner, member, employee or agent of the Declarant or the ACC.

The ACC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in accordance with the developer's plans and objectives therefore.

ARTICLE V.

Contractors and Property Owners must adhere to the building standards set forth by the Architectural Control Committee concerning new home construction, herein stated. All homes must be stick built construction only, no mobile, modular or systems-built homes allowed. By approval of the ACC, log-homes identified as "kit-built" may be submitted for approval if considered consistent with ACC standards.

The homes' exterior must consist of either wood, log, rock, stone, stucco, brick or any combination. No vinyl and/or aluminum siding permitted. All homes with log or wood exterior must be stained a minimum of one application every two years. Block, brick, rock, stone or concrete foundations are permitted. Exposed concrete or block must have one of the approved exterior materials applied on or before completion of home. Any new materials that are approved by the Tennessee Homebuilders Association may be considered. Detached garages are permitted, but must be constructed of similar exterior material as the home. No front end loading garages permitted. No additional outbuilding will be permitted. Roof pitch must be minimum 6/12, which also applies to detached garages.

Each lot within Bay Meadows Subdivision has been inspected by soil scientists and a certified sewage disposal area has been delineated and approved by the Union County health department. Union County health department should be notified before construction of your home commences.

Contractors must have proof of insurance; to include but not limited to: transportation, workman's compensation, errors and omissions and liability insurance of no less than \$1,000,000.00. Contractors may be required to provide references to the ACC prior to plan approval. Each contractor must provide one (1) portable toilet for each job site within the development. Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpsters at the end of each working day. The ACC reserves the right to levy fines of \$100.00 per day against contractors who do not adequately clean their building sites or do not have a functional portable toilet. Building materials cannot be placed within road right of ways or utility easements. All trees needing to be cleared by contractors for site preparation must be cut from the top down to avoid any damages to surrounding trees and area. All cleared trees must be removed from the property quickly and are not allowed to be placed

on adjoining Lots during construction. Contractors must assume liability for all construction vehicles that enter Bay Meadows en route to their job site, specifically overweight vehicles that damage road surfaces and negligence of operators. Concrete weight limit is five (5) yards per truck, contractors will be responsible for any damage to roadways during construction. Contractors are responsible for the actions of any and all subcontractors they employ and are liable for any damage to underground utilities. The ACC reserves the right to levy a fine against any Lot Owner who commences to build without the approval of the ACC.

Before construction commences, Property Owners must present two (2) copies of blue line schematic drawings to the ACC and a completed ACC check list for their approval. Lot Owners are responsible for agents, employees, contractors, subcontractors.

An Architectural Control checklist must be submitted for approvable before construction commences, and must contain the following: two (2) copies of preliminary site plan disclosing location of all improvements to be placed on Lot, two (2) copies of schematic drawings of home, locating improvements on Lot showing elevation on all four (4) sides, color schemes, building materials, and all site improvements. One copy of each: site plan and schematic drawings, will be returned to Lot Owner. Lot Owner must supply contractor name and a list of subcontractors to be used during construction. Proof of insurance, buildings risk, errors and omission, auto, liability and workmen compensation and a copy of signed disclaimer from Contractor and a general description of building materials must be presented.

Upon receipt of a completed Architectural Control Checklist, the ACC will respond within thirty (30) days for Final Approval. Copies of your correspondence to the ACC will be kept on file.

ARTICLE VI.

Lot Owners selling their lots shall forward the contact information for the Property Owners Association to the new Lot Owner, and, to the Directors of the POA Board. Lot Owners who are selling their lot shall be held responsible for conveying to the new Lot Owner all pertinent information with regard to the Development (i.e., covenants, building standards, By Laws etc.)

ARTICLE VII.

In addition to the requirements of Articles IV and V concerning compliance with the ACC and Building Standards, compliance with the applicable laws, ordinances and Regulation of Governmental agencies, the following restrictions apply:

1. **Residential Use:** No Lot shall be used except for residential and recreational purposes
2. **Combination of Lots and Re-subdivision:** Lots that are three (3) acres and larger may be subdivided into two Lots if approved by the Planning Commission and no re-subdivision of new formed Lots permitted. All subdivided parcels must be greater than one (1) acre in size and adhere to county and state regulations and meet or exceed planning and zoning regulations. All newly formed Lots will be identified with the same parcel number as the original Lot with the letter "A" attached. Newly formed Lots must adhere to the Declaration of Restricted Covenants for Bay Meadows and each Lot Owner will become a member the Bay Meadows Property Owner's Association adhering to all rules and regulations, and paying any association dues as original Lot Owner.

3. **Floor Area of Residences:** Only stick built or log homes permitted. No residence shall be erected, constructed, maintained or used or permitted to remain on any lot other than one single family dwelling of not less than 1,400 square feet with a minimum foot print of 1,000 square feet and cannot exceed 2 and 1/2 story in height. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of commencement of construction.
4. **Prohibited Structures:** no manufactured homes, modular homes, single-wide mobile homes, double wide mobile homes, previously constructed homes, recreational vehicles with facilities or buses situation on any lot as residence for storage, either temporarily or permanently.
5. **Other Structures:** Each Lot may contain one detached garage. No additional detached garages, carport, barns, storage shed, guest houses or other outbuildings may be constructed or situated on a Lot.
6. **Signs:** The Declarant reserves the right to erect signs in Bay Meadows. Signs may be erected by individual Lot Owners, signs shall be no larger than three (3) feet by three (3) feet in size, and must be made of metal or wood. "For Sale" signs must be neat and clean. Signs can be placed on individual Lots; however, directional signs at the entrance and road intersections are prohibited. Any exception to this covenant must be approved by the POA.
7. **Fences:** All fences must be constructed of a wood type material. No chain link, barb wire, or woven wire fences allowed. No boundary wall or patio or courtyard wall shall extend to a height greater than six (6) feet from the ground level unless the POA so consents. All retaining walls must be of material approved by the ACC and not to exceed a height greater than three (3) feet above the earth being retained.
8. **Rights of Way:** The right-of-way for all roads as shown on the Plat are deemed important to the beauty and substantial development of the Development (nice wording, huh?), and the use and full width of the right-of-way is encouraged so as to continue the development of a broad and open thoroughfare. Owners are hereby restricted and prohibited from placing within this easement/right-of-way any obstruction to the clear and free mowing and other uses, in the same manner as any other public road/right-of-way.
9. **Easements:** Easement for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over all side Lot lines. In addition, the property described in Article 1 hereof is subject to easements, set-backs and road rights-of-way as shown on the certain plat recorded in the Union County Registry in Cabinet D, Slides 83-87. Declarant hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the rights of ingress and egress for the purpose of installing and maintaining the same.
10. **Set-backs:** No permanent structures shall be erected within fifteen (15) feet of any side Lot.
11. **Ingress/Egress:** No Lot shall be used for ingress and egress to any properties not part of this development. Developer reserves unto itself the right to use any Lot prior to being sold to a third party for ingress and egress to any other adjoining property.
12. **Animals:** No swine, livestock, or poultry shall be raised or bred on any Lot; however, horses, ponies and household pets such as cats or dogs, are permissible, provided they are not bred or maintained for commercial purposes, and that they do not bite. No pets shall be permitted outside the boundaries of the Owner's Lot, unless accompanied by their owners and/or on a leash. The POA, or any individual resident, may take appropriate measures to ensure compliance with this provision.
13. **Camping:** This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, i.e., Recreational Vehicles [RV's], provided the RV is not left on any Lot for more than Ninety (90) days within any six-month period. The RV equipment must only be parked on the owner's lot. Tents and permanent residence in any type of camping equipment is strictly forbidden.
14. **Vehicles:** No motorized vehicle or equipment of any nature shall be situated upon this property except in enclosed storage unless such is a vehicle that is currently licensed and maintained in

proper condition for lawful operation upon state highways. All vehicles must be parked in garages or driveway areas and may not be parked on grass or yard areas, except when entertain. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot on upon any of the Common Areas. No Owner shall permit any vehicle (operable or inoperable) owned by such Owner or by any person occupying his improvements or by any guest or invitee of such Owner to reaming parked on any street within the Development for a period of more than twenty-four (24) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations, now or hereafter adopted by the Board, may be towed at the expense of the owner of the Lot adjacent to which such vehicle was parked. Neither the Developer nor the POA shall be liable to the owner of such vehicle of trespass, conversion, or otherwise, not be guilty of any criminal act by reason of such towing, and neither the removal nor the failure of the owner of such vehicle to receiver any notice so said violation shall be grounds for relief of any kind. The term "vehicle" used herein, shall include, without limitation, motor homes, watercraft, trailers, motorcycles, scooters, trucks, All-Terrain vehicles, campers, buses, and automobiles.

15. **Nuisance:** Each Lot Owner shall refrain from any act or use of his/her Lot that could reasonably cause embarrassment, discomfort, or annoyance to the neighborhood or create a nuisance. No noxious, offensive or illegal activity shall be carried out upon any Lot. No Owner shall commit waste upon any Lot within the Development. Violation may result in prosecution pertinent to current law.
16. **Noise:** No Lot Owner shall cause or allow any use of his/her Lot that results in noises which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining, or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot. No excessive noise will be tolerated with the Development's Common Area.
17. **Damaged Structures:** In case of complete or partial destruction of any structure by fire, windstorm or other cause, said structure must be rebuilt and the debris removed from the premises within six (6) months.
18. **Watercraft, Boat trailers, Motorcycles, RV's:** Watercraft, boat trailers, motorcycles and RV's must be stored only in side and rear yards areas or garages and must not be visible from neighboring Lots, streets or Common Areas. Watercrafts, boast trailers, RV's are permitted in Lot Owners' driveways but not for a period of more than three (3) consecutive days.
19. **Home Businesses:** It is possible to operate a home-based internet business, provided that deliveries to the home do not exceed two (2) UPS, FedEx, or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any Lot. No Lot shall be used for a public meeting facility for a club, church, sports exhibition, etc., whether for profit or non-profit; provided, however, this restriction is not intended to prevent a Lot Owner from using their property for social, religious, or sporting activities that are normal and usual in private dwellings. No advertisements of any kind will be permitted on any Lot for home-based businesses.
20. **Outside Recreation Equipment:** Outside recreation equipment may be placed upon any Lot so long as the equipment is located within the rear yard area, such equipment is not visible from any street within the Development, and the design and location sis approved by the POA prior to installation. It is understood that the POA may, without limitation, require screening with landscaping, fences, or walls. For the purpose of this paragraph, outside recreation equipment shall include: swings, slides, trampolines, playhouses, basketball goals, and similar equipment or structures.
21. **Clotheslines:** There shall be no outside clotheslines, clothes hanging devices or the like up any Lot.

22. **Hunting:** There shall be no hunting within the Development, and no discharges of any firearms.
23. **Antennae:** Satellite dishes cannot exceed eighteen (18) inches in diameter, and must be fixed to the rear of the residence. No radio transmitting antennas permitted.
24. **Lighting:** No building-mounted floodlights shall be permitted on the front or sides of any structure that interfere with the neighboring Lots, or are a nuisance while driving on the Development's roadways.
25. **Burning:** No Lot Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust or gasses as to interfere with the use of and enjoyment by other Owners of their Lots. Burning of leaves or refuse shall not be permitted within the Development without approval of local governing authorities.
26. **Codes:** Each Lot Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his/her Lot. In the event of any conflict between any provision of such governmental code, regulations or restriction and any provision of this Declaration, the more restricted provision shall apply.
27. **Rules and Regulations:** The Association may establish rules and regulations governing the conduct of Lot Owners as well as their respective families, invitees, agents, servants, and contractors on their Lots or the Common Areas of the Development to assure that the conduct of such persons meets an acceptable standard and meets acceptable public safety requirements. Such rules and regulations shall be binding following notice of the adoption there of Lot Owners.

ARTICLE VIII.

No commercial timbering will be permitted on any Lot. Clearing for home sites will be permitted. Once home sites have been cleared no more than ten (10) percent of any Lot shall be cleared without prior approval from the Declarant of the ACC, furthermore, no tree greater than eight (8) inches will be cut without prior approval from eat Declarant of the ACC.

ARTICLE IX.

The roadways and rights-of-way constructed throughout Bay Meadows are for the common use the grantor, Lot Owners and their respective heirs, successors or assigns. There shall be no hunting from any roadway or designated easement.

ARTICLE XII.

Bay Meadows Pier is for Day use only by owners of the association. Due to occasional water fluctuation as naturally occurs due to heavy or light rain falls—water levels are similarly controlled by the Army Corps of Engineers. This water fluctuation can result in limited access to the pier—and therefore seasonal and situational rules for access and use of the pier will be determined by the Association Board of Directors.

ARETICLE XIII.

Property Owners' Association shall use the Association funds to maintain undeveloped Lots within Bay Meadows. Maintenance will consist of bush-hogging, mowing and week cutting of all undeveloped Lots a minimum of three (3) times per calendar year and the frequency may be increased at the discretion of the POA. Individual Lot Owners may elect to exclude their Lots(s) from maintenance by the POA with a written request to the POA Board of Directors. If a Lot Owner chooses to exclude their Lot(s) from maintenance, the Lot Owner shall become responsible for maintenance of said Lot(s) to the same or better conditions as Lots maintained by the POA. If the Lot has been improved, built upon, then the Owner of the improved Lot shall maintain their Lot, keeping Lot mowed and in conforming

condition. All stumps, brush piles and debris shall be removed from Lots, or hidden from site from the roadways. Maintenance of developed Lots may be approved by a majority vote of all Property Owners.

The POA will also be responsible for the maintenance of the Bay Meadows Pier to include but not limited to: cleaning of decks, replacing light bulbs, replacing decking and cleanup of common area.

The POA will annually landscape the entrance and roadways with much, shrubs and flowers as determined by the Board as developed lots exceed 10% or more of the development.

ARTICLE XIV.

The property which lies between the lakeside property line and the lake is owned by the TVA, and said property is designated as an area to undisturbed and shall be left and continued in such condition as complies with the pre-existing condition and neither the Association nor any owner, including owners of lake view Lots, shall take any action contrary to such preserved status.

ARTICLE XV.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2035, at which time said Covenants shall be automatically extended to successive periods of ten (10) year unless, buy vote of a majority of the then Owners of the Lots described herein, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons violating of attempting to violate such covenant, and either to prevent it, her him or them from so doing to recover damages or their dues for such violation.

ARTICLE XVI.

Invalidation of any of these covenants or any part thereof by Judgments or Court order shall in no way effect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XVIII.

The Declarant may waive or modify any of the provisions of these restr4citions in its sole discretion, until the last Lot in the subdivision is sold, at which time the Property Owners Association holds such discretion.

By vote and authority of the Bay Meadows Property Owners Association membership and Board of Directors, these Covenants have been modified to reflect official changes as voted by the membership, and recorded.

Further these Covenants have been filed with the Union County Administrator as authorized by the Association agent of record within the State of Tennessee:

Carolyn DeWitt – Agent of Record

1815 Harpeth River Drive, Brentwood, TN 37027