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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNHOMES OF CLOVER GLEN

A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNHOMES OF CLOVER GLEN (the "Declaration"), made, published and declared as of this 13th day of August, 2018, by and between Meritage Homes of Tennessee, Inc., (the "Developer"), and any and all persons, firms, or corporations presently owning or hereafter acquiring any of the within described property;

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain real property located in the County of Davidson, State of Tennessee, within Clover Glen Phase 1A and described on **Exhibit "A"** and depicted on **Exhibit "A-1"** attached hereto (the "Parcel"); and

WHEREAS, the Developer intends to and does hereby submit the above-described Parcel of real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging to, or in any way pertaining thereto, (the "Property") to the provisions of the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101 et seq., for the express purpose of establishing thereon a horizontal property regime with private elements to be known as The Townhomes of Clover Glen;

WHEREAS, the Developer further desires to establish said horizontal property regime for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property; and

WHEREAS, by that certain Declaration of Restrictive Covenants for Clover Glen recorded as Instrument Number 20180608-0055284 with the Register's Office for Davidson County, Tennessee (the "Master Declaration"), Meritage Homes of Tennessee, Inc. (the "Developer") imposed upon the property described in the Master Declaration restrictions under a general plan of development for the benefit of all owners of property of the development located in Davidson County known as Clover Glen; and

NOW, THEREFORE, the Developer declares as follows:

1. Clover Glen. The Property is a part of that certain real estate development located in Davidson County, Tennessee known as Clover Glen. In addition to the restrictions contained herein, the Property is subject to the terms and conditions set forth in the Master Declaration. Members of the Association are also members of Clover Glen Homeowners Association, Inc. (the "Clover Glen Master Association"). All Property, Owners and Occupants within the Property are bound by the provisions of the Master Declaration (as amended), the Clover Glen Homeowners Association, Inc. corporate charter and bylaws and the Clover Glen Master Association's Rules and Regulations (collectively the "Clover Glen Master Association Governing Documents"). Any conflict between the provisions of The Townhomes of Clover Glen governing documents, on one hand and any provision of the Clover Glen Master Association Governing Documents (as such documents may be amended from time to time in accordance with their own provisions), on the other hand, shall be resolved in favor of the Clover Glen Master Association Governing Documents.

2. Definitions. As used herein, unless the context otherwise requires:

(a) "Act" means the Horizontal Property Act of the State of Tennessee, Tenn. Code Ann., Sections 66-27-101, et seq.

(b) "Additional Property" means all real property which is contiguous to the real property described in Exhibit A hereto, or which is designated as a Townhome Lot in any supplemental declaration filed in connection with the annexation of property into the Townhomes of Clover Glen Development.

(c) "Association" means The Townhomes of Clover Glen Owners Association, Inc., a Tennessee not-for-profit corporation.

(d) "Board" means the Board of Directors of the Association.

(e) "Builder" means any purchaser of one (1) or more Townhome Lot for the purpose of constructing improvements for later sale to consumers, or which purchases one (1) or more parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such purchaser's

business. Any such purchaser who occupies or leases a Townhome Lot for residential purposes shall cease to be considered a Builder with respect to such Townhome Lot immediately upon occupancy for residential purposes.

(f) "Building" or **"Buildings"** means the buildings located on the Parcel and forming part of the Property and containing the Townhome Lots. The "Building" or "Buildings" are and shall be delineated on Exhibit A-1 and on a comparable exhibit to any Supplementary Declaration annexing Additional Property as provided hereunder.

(g) "Bylaws" means the Bylaws of the Association. For purposes of the Act, all provisions contained in this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws. A copy of the Bylaws is attached to this Declaration as Exhibit "B."

(h) "Common Elements" means all real and personal property within the Property other than the Townhome Lots (which Townhome Lots encompass the Private Elements) which is now or hereafter owned by the Association. The Common Elements are designated on Exhibit A-1 (and on a similar exhibit to any Supplementary Declaration hereto) and shall be held by the Association for the common use and enjoyment of the Townhome Lot Owners. The Common Elements shall include, but shall not be limited to lawns (other than those within Private Elements), streets, roadways, bridges, culverts, parking areas, drainage structures and facilities, private sanitary sewers, ponds, waterways, fences, sidewalks, curbs, gutters, signs, lights, utilities and other improvements. Developer shall convey title to the Common Elements to the Association.

(i) "Declaration" means this instrument, as amended or supplemented from time to time.

(j) "Developer" means Meritage Homes of Tennessee, Inc., its successors and assigns, provided such successors or assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein.

(k) "Limited Common Elements" means any Common Elements contiguous to and serving a single Townhome Lot or a certain number of Townhome Lots to the exclusion of other Townhome Lots (including without limitation, patios), as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Townhome Lot or Townhome Lots either in this Declaration, on Exhibit A-1 or by a similar exhibit to a Supplementary Declaration hereto.

(l) "Majority" or **"Majority of the Townhome Lot Owners"** means the owners of more than fifty percent (50%) of the voting rights of the Townhome

Lot Owners.

(m) "Occupant" means a person or persons in possession of a Townhome Lot, regardless of whether said person is a Townhome Lot Owner.

(n) "Parcel" means the parcel or tract of real estate described on **Exhibit "A"** and depicted on **Exhibit "A-1"** attached to this Declaration.

(o) "Person" means a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

(p) "Private Elements" means the lot area upon which each Townhome Lot is located and the improvements now or hereafter located thereon as shown on Exhibit A-1 or on a similar exhibit to a Supplementary Declaration hereto. A Townhome Lot Owner's ownership of a Townhome Lot shall include fee simple ownership and use of the Private Elements for such Townhome Lot. References to Lots in this Declaration or on Exhibit A-1 (or on an exhibit to a Supplementary Declaration hereto) shall be deemed to refer to the Private Elements.

(q) "Property" means all the land and space comprising the Parcel, the Additional Property as herein defined, and all improvements and structures thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Townhome Lot Owners, submitted to the provisions of the Act.

(r) "Record" "Recorded" or **"Recording"** refers to the record or recording in the office of the Register of Deeds of Davidson County, Tennessee.

(s) "Supplementary Declaration" means an instrument filed with the Register's Office of Davidson County, Tennessee which subjects any Additional Property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

(t) "Townhome Lot" means a portion of the Property as shown and designated in Exhibit A-1 (or on an exhibit to any Supplementary Declaration) for separate ownership and shall include the Private Elements and the residence and improvements now and hereafter located thereon. The Townhome Lots within Phase 1A are identified by number on Exhibit A-1 and may be held and conveyed by reference to such number. Conveyance of a Townhome Lot shall automatically convey the undivided membership of each Townhome Lot Owner in the Association. Any Townhome Lot may be jointly or commonly owned in any estate recognized under applicable law.

(u) "Townhome Lot Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Townhome Lot. Unless specifically provided otherwise herein, the Developer shall be deemed a Townhome Lot Owner so long as the Developer is the title holder of any Townhome Lot.

3. Submission of Property to the Act. **(a)** The Developer, by recording this Declaration, does hereby submit and subject the Parcel and the Property to the provisions of the Act and hereby establishes a horizontal property regime with private elements as authorized and described in the Act and to be hereafter known as The Townhomes of Clover Glen.

(b) Annexation of Additional Property. Without further assent or permit, Developer and any Successor Developer hereby reserves the right, exercisable from time to time but not later than ten (10) years after the date hereof, or the date of any Supplementary Declaration hereto, to subject to these restrictions Additional Property, in one or more additional phases, in order to extend the scheme of this Declaration and to bring such Additional Property within the jurisdiction of the Association.

(c) Supplementary Declarations. The additions herein authorized shall be made by filing of record with the Register's Office for Davidson County, Tennessee one or more Supplementary Declarations which shall extend the jurisdiction of the Association to the Additional Property described in said Supplementary Declarations, and thereby subject such Additional Property to assessment for its just share of the Association's expenses. Each Supplementary Declaration must subject the annexed property to the covenants, conditions and restrictions contained herein.

(d) Consent to Rezoning. Every Townhome Lot Owner shall be deemed to have consented to any rezoning that may be necessary or desirable for the development of Additional Property as part of The Townhomes of Clover Glen. Townhome Lot Owners within the Additional Property shall succeed to all of the rights and obligations of membership in the Association.

(e) Extension of Development Rights to Adjacent Property. The Developer shall have the rights described in this paragraph 2, exercisable without approval of the Association. The Developer shall have the voting rights as specified hereinafter with respect to any added Townhome Lots, subject to the original limitations as to duration of weighted voting.

(f) Association Rights. The Association may not assert as a reason to object to the new development plan the fact that existing Association facilities will be additionally burdened by the property to be added by the new development or that the type of home or size of Townhome Lot in any future construction differs from that of the initial construction phase, or any subsequent phase, it being acknowledged that the Developer intends to build townhomes within The Townhomes of Clover Glen. The Developer reserves the right to modify any preliminary plan to reconfigure Townhome Lots, create additional amenities areas or Common Areas, prior to the sale of any Townhome Lot in an additional phase and thereafter within a phase with the consent of the Townhome Lot Owners of that phase only.

(g) **HUD/VA Approval.** If so required by applicable federal law or regulations, annexation of Additional Property as part of the Property and/or subjecting Additional Property to the terms of this Declaration shall require prior HUD/VA approval so long as a Class B membership exists.

4. **Exhibit A-1.** Exhibit A-1 sets forth the numbers, areas, locations, and other data required by the Act.

5. **Townhome Lots.** The legal description of each Townhome Lot shall consist of the identifying number of such Townhome Lot as shown on Exhibit A-1 (and on any similar exhibit to a Supplementary Declaration). Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Townhome Lot by its identifying number as shown on Exhibit A-1, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Townhome Lot Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Owner's Townhome Lot to be separated into any tracts or parcels different from the whole Townhome Lot as shown on Exhibit A-1.

6. **(a) Townhome Owners Association, Administration and Operation of the Property.** There has been or will be formed an Association having the name Clover Glen Owners Association, Inc., a Tennessee not-for-profit corporation, which, subject to the authority of the Clover Glen Master Association, shall be the governing body for all of the Townhome Lot Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property as provided in the Act, this Declaration and the Bylaws. The Townhome Lot Owners shall each be members of the Association, with each Townhome Lot Owner holding an undivided membership interest in the Association which shall be appurtenant to such Townhome Lot, each such membership interest appurtenant to a Townhome Lot being in an equal share, subject to the provisions concerning voting hereinafter set forth. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the use and benefit of Townhome Lot Owners in accordance with the provisions of the Act, this Declaration and the Bylaws. Each Townhome Lot Owner shall be a member of the Association so long as such Owner is a Townhome Lot Owner. A Townhome Lot Owner's membership shall automatically terminate when such owner ceases to be a Townhome Lot Owner. Upon the conveyance or transfer of a Townhome Lot Owner's ownership interest to a new Townhome Lot Owner, the new Townhome Lot Owner shall automatically succeed to the former Townhome Lot Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Townhome Lot Owners with one (1) vote granted to each Townhome Lot (except that the Developer shall have three votes per Townhome Lot as provided below).

(b) Voting Membership.

Class A. Class A members shall be all Townhome Lot Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Townhome Lot owned. When more than one (1) person holds an interest in any Townhome Lot, all such persons shall be members. The vote for such Townhome Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Townhome Lot.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Townhome Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Townhome Lots have been conveyed to Townhome Lot Owners;

(ii) by January 1, 2023; or

(iii) when, in its discretion, the Developer so determines.

(c) Management of Property. Subject to the approval of the Clover Glen Master Association, the Board may have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subsection (d) below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined below. Any vote of the Board to adopt any form of management of the Property without the services of a professional property management company shall be subject to the prior approval of a majority of all first mortgagees of Townhome Lots.

(d) Initial Management Contract. Any agreement for management of the Property signed by the Developer or the Clover Glen Master Association agreement shall be ratified and approved by the Association.

(e) Use by Developer. During the period of sale by the Developer (and/or any builder(s)) of any Townhome Lots, the Developer (and/or any builder(s)), and their agents, employees, contractors and subcontractors, and their respective agents and employees, shall have easements for access, ingress to and egress from the Buildings and Property as may be required for purposes of construction and sale of the Townhome Lots and for the development of the Common Elements and work to be performed thereon. While the Developer (and/or any builder(s)) owns any of the Townhome Lots and until each Townhome Lot sold by it is occupied by the purchasers, the Developer (and/or any builder(s)) and its employees may use and show one or more of such unsold or unoccupied Townhome Lots as a model Townhome Lot or Townhome Lots, or as a sales

office, and may maintain customary signs in connection therewith.

(f) **Non-Liability of the Directors, Board, Officers and Developer**. Neither the directors, the Board, officers of the Association, the Developer, nor the Clover Glen Master Association or its officers and directors, shall be personally liable to the Townhome Lot Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Townhome Lot Owners shall indemnify and hold harmless each such persons and entities, and their respective heirs, executors, administrators, successors and assigns in accordance with the Charter of the Association and Bylaws.

(g) **Interest of Association in Common Elements**. Ownership of the Common Elements shall be vested in the Clover Glen Master Association or the Association pursuant to a conveyance of said Common Elements from the Developer.

7. **Board's Determination Binding**. In the event of any dispute or disagreement between any Townhome Lot Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Clover Glen Master Association or the Board shall be final and binding on each and all such Townhome Lot Owners.

8. **Use of the Common Elements**. Except as hereinafter set forth, each Townhome Lot Owner shall have the right to use the Common Elements (except the Private Elements) in common with all other Townhome Lot Owners, and shall have easements for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Townhome Lot owned by such Townhome Lot Owner. Such right to use the Common Elements shall extend to each Townhome Lot Owner, and such Owner's agents, servants, tenants, family members, customers, invitees and licensees. However, each Townhome Lot Owner shall have the right to the exclusive use and possession of the Private Elements attributable to the Townhome Lot. Such rights to use the Common Elements, shall be subject to and governed by the provisions of the Act, the Master Governing Documents, the Declaration, Bylaws and any rules and regulations established by the Association. In addition, the Clover Glen Master Association or the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Master Governing Documents, this Declaration and the Bylaws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

9. **Storage Areas and Parking Spaces**. Any storage areas on the Property, except those inside the Townhome Lots and those which are Private Elements, shall be used by such Townhome Lot Owners in such manner and subject to such rules and regulations as the Clover Glen Master Association or the Board may prescribe. Parking spaces within the Properties, shall be used by such Townhome Lot Owners in such manner and subject to such rules and regulations as the Board may prescribe.

10. (a) Common Expenses. Payment of the Townhome "Common Expenses" as defined herein shall be in accordance with Section 5.3 of the Master Declaration and this section. Each Townhome Lot Owner shall be assessed an equal share of the Common Expenses as described below. Common Expenses shall consist of the following:

(i) the cost of administration of the Association, and the administration, repair, maintenance, replacement and operation of the Common Elements (including the Limited Common Elements); and

(ii) the cost of necessary maintenance, care, replacement of the following portions of the Buildings and the Townhome Lots, including the Private Elements thereof: (1) exterior landscaping and maintenance of trees, shrubs and grass; (2), walkways and porches located upon or about each Townhome Lot (but not elevated decks or balconies); (3) painting, maintenance and nonstructural repair of exterior building surfaces including roofs, gutters, downspouts, exterior building walls, trim, caulking and other exterior building repairs of a non-structural nature (but not including doors). The Association's responsibility for exterior maintenance shall not include glass surfaces of any nature. The balance of the Townhome Lots and the improvements located thereon shall be maintained by the Townhome Lot Owner of each particular Townhome Lot. In the event that a Townhome Lot Owner fails to satisfy his maintenance obligations as herein defined, the Association may, after approval by two-thirds vote of the Board, enter onto said Townhome Lot and perform such necessary maintenance, repair or replacement, the cost of such work to be added to and become a part of the assessment to which said Townhome Lot is subject.

(iii) any other expenses determined by the Board to be Common Expenses.

(b) Lien of Assessment. In order to secure payment of assessments, both monthly or annual and special, as the same become due, there shall arise a continuing lien and charge against each Townhome Lot, the amount of which shall include interest at the maximum effective rate allowed by law, costs, and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Townhome Lot Owner of the Townhome Lot at the time the assessment became due; provided that this personal obligation shall not pass to successors in title unless expressly assumed by them. The lien provided for herein, however, shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called "mortgage") on any Townhome Lot. The sale or transfer of any Townhome Lot shall not affect any assessment lien. The sale or transfer of any Townhome Lot that is subject to any first mortgage, pursuant to a foreclosure thereof or under power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien

of such assessment, but not the personal obligation of any former title holder, as to payments that became due prior to such sale or transfer and subsequent to the recordation of the first mortgage that has been foreclosed, but the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the lien of the foreclosed first mortgage. No sale or transfer shall relieve such Townhome Lot from liability for any assessment thereafter becoming due or from the lien thereof.

(c) Levy of Assessments. The Board shall fix the commencement date for monthly or annual assessments on the first day of the month following the conveyance of the first Townhome Lot to a Townhome Lot Owner and shall provide for a partial assessment between the commencement date and the end of the calendar year next following. Thereafter, monthly or annual assessments shall be levied by the Board, by action taken on or before December 1 of each year for the ensuing year. The Board, in its discretion, may provide for the periodic payment of such assessments at some intervals other than monthly. Special assessments may be levied in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements or such other portion of the Property for which the Association is obligated to maintain and repair, if any, including fixtures and personal property related thereto; provided that the same are first approved by the Board of Directors of the Association, recommended to the membership, and subsequently approved by affirmative vote of Members entitled to cast at least two-thirds (2/3) of the votes at a meeting of the Members duly held for that purpose. Written notice of the monthly, annual or special assessment shall be mailed (by U.S. first class mail) to every Townhome Lot Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Townhome Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Townhome Lot Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting the same.

(d) Annual Assessment. In addition to assessments paid to the Master Association, the Board shall annually set the amount of the annual assessment for Townhome Lots. The annual assessment shall be assessed equally against all Townhome Lots. If during any year, the Board determines that the anticipated Common Expenses require an increase or decrease in the amount of the annual assessment, the Board shall change the annual assessment accordingly and notify the Townhome Lot Owners. In addition, each purchaser of a Townhome Lot, whether from Developer or in a subsequent resale, shall pay the Association at the closing of such sale a capital charge equal to twenty-five percent (25%) of the maximum annual assessment then in effect. Said initial capital charge may be used for operating expenses, capital improvements or other expenses of the Association as the Board, in its sole discretion, sees fit. The purchaser of any Townhome Lot shall prepay the following portions of the annual assessment at closing: (i) one-sixth (1/6) of the annual assessment for such Townhome Lot plus (ii) one-twelfth (1/12) of the annual assessment prorated in accordance with the number of days remaining in the calendar month of purchase. The purchaser of such Townhome Lot shall commence monthly payments of one-twelfth (1/12) the annual assessment in the third full month

following closing. The Association at its option may allow the payment of the annual assessment on a monthly or quarterly basis.

(e) Rate of Assessment. All Townhome Lots in the development shall commence to bear their assessments simultaneously, except that Townhome Lots owned by the Developer do not accrue liability for assessments of any nature while owned by the Developer.

(f) Effect of Non-Payment of Assessments and Remedies of the Association. In addition to any other remedy available to the Association under this Declaration or applicable law, any assessment not paid within thirty (30) days after the due date shall be subject to a monthly late fee equal to the greater of ten dollars ($10.00) or ten percent (10%) of the outstanding balance owed. Unpaid assessments shall also bear interest from the due date at the maximum rate allowed by law. The Association, its agent or representative, may bring an action at law against the Townhome Lot Owner personally obligated to pay the same or foreclose the lien against the Townhome Lot to which the assessment relates. The Association is entitled to recover from the delinquent Townhome Lot Owner interest, costs and expenses of any nature incurred by the Association in an effort to collect unpaid assessments, including without limitation the Association's reasonable attorney's fees, and all such expenses, charges and reasonable attorney's fees shall be secured by the Association's lien for assessments. No Townhome Lot Owner may avoid liability for the assessments and other charges provided for herein by non-use of the Common Elements or abandonment of his Townhome Lot.

(g) Mortgage and Deed of Trust Protection. The lien for common expenses payable by a Townhome Lot Owner shall be subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Townhome Lot Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Townhome Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This subsection shall not be amended, changed, modified or rescinded without the prior written consent of all mortgagees and deed of trust beneficiaries of record.

(h) Developer and Builders. Notwithstanding any other provision of this Declaration to the contrary, the Developer and any Builder shall not be liable for any assessment hereunder.

11. Mortgages and Deeds of Trust. Each Townhome Lot Owner shall have the right, subject to the provisions herein, to make separate mortgages and deeds of trust for such Townhome Lot Owners' respective Townhome Lot, including such Townhome Lot Owner's respective membership interest in the Association. No Townhome Lot Owner shall have the right or authority to make or create, or cause to be made or created, from the date hereof, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of such Owner's Townhome Lot and the interest in the Association corresponding thereto.

12. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Townhome Lot Owner for such Owner's Townhome Lot. In the event that such taxes for any year are not separately taxed to each Townhome Lot Owner, but rather are taxed on the Property as a whole, then each Townhome Lot Owner shall pay such Owner's proportionate share thereof in accordance with such Owner's respective membership interest in the Association as a Common Expense.

13. Insurance. To the extent not covered by insurance covering Townhome Lots purchased by the Clover Glen Master Association, the Board shall have the authority to and shall obtain insurance for the Property, including the Townhome Lots and Private Elements, and the Common Elements, exclusive of the additions within, improvements to and decorating of the Townhome Lots by the Townhome Lot Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements, Limited Common Elements and the Townhome Lots, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, Limited Common Elements, Townhome Lots or any part thereof, to substantially the same condition as constructed by Developer. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board of the Association, as the trustee for each of the Townhome Lot Owners in direct ratio to said Townhome Lot Owner's respective percentage of membership in the Association, and for the holders of mortgages and deeds of trust on his Townhome Lot, if any. The policy of insurance shall also contain, if possible, (1) a waiver of subrogation rights by the insurer against individual Townhome Lot Owners, (2) an inflation guard endorsement, (3) a building ordinance endorsement and (4) (i) a guaranteed replacement cost endorsement or (ii) a replacement cost endorsement and, where available an agreed amount endorsement. The premiums for such insurance and funds to cover deductible amounts shall be Common Expenses. Liability insurance limits for the Common Elements shall be a minimum of $1,000,000.00 per occurrence.

In the event of damage to or destruction of any Buildings or Common Elements as a result of fire or other casualty covered by insurance proceeds (unless more than two-thirds (2/3) of the Buildings require reconstruction) the Board shall, in its discretion, with the prior written approval of a majority of the mortgagees of the Townhome Lots affected, determine and, without intervention of any Townhome Lot Owner, arrange for the prompt repair and restoration of the damaged portions of all Townhome Lots, Buildings and Common Elements substantially in accordance with the original plans and specifications therefor. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Townhome Lot Owners directly affected by the damage, in proportion to each Townhome Lot's percentage of membership in the Association. The Board shall not be responsible for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering, or furniture, furnishings, fixtures, appliances or equipment installed in the Townhome Lot by a Townhome Lot Owner or Occupant unless insurance therefor is specifically provided for in the insurance policy obtained by the Board.

Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all the Buildings are destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Townhome Lot Owners and their mortgagees, the insurance proceeds shall be delivered to the Townhome Lot Owners or their mortgagees, as their interests may appear, in proportion to the respective interests of the Townhome Lot Owners, as computed by dividing the square footage of each Townhome Lot by the total square footage of all Townhome Lots taken together; and the Board, as soon as reasonably possible and as agent for the Townhome Lot Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale and the net proceeds of all insurance policies shall thereupon be distributed to the Townhome Lot Owners or their mortgagees, as their interests may appear, in proportion to the percentage interest of each Townhome Lot Owner in the Association. If the Board fails to consummate a sale pursuant to this section within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent, or the Board, shall, or if they do not, any Townhome Lot Owner or Mortgagee may, record a sworn Declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Townhome Lot Owner, mortgagees of record, if any, the Association, its officers, directors, Board and employees, the Developer, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums and funds to cover deductibles for such insurance shall be Common Expenses. Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officers of the Association, and members of any committee appointed pursuant to the Bylaws of the Association from liability arising from the fact that said person is or was director or officer of the Association, or a member of such a committee.

Each Townhome Lot Owner shall be responsible for obtaining his own insurance on the contents of such Townhome Lot Owner's Townhome Lot, as well as upgrades, additions and improvements beyond the base specifications for the Townhome Lot, decorations, furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Townhome Lot Owner desires to insure against such Townhome Lot Owner's personal liability and loss or damage by fire or other hazards above and beyond the extent that such Townhome Lot Owner's liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Townhome Lot Owners as part of the Common Expenses, as above provided,

said Townhome Lot Owner may, at such Townhome Lot Owners option and expense, obtain additional insurance. To the extent that insurance coverage purchased by an individual Townhome Lot Owner is coextensive with insurance coverage purchased by the Association, the Association's insurance policy shall be primary.

14. Maintenance, Repairs and Replacements.

(a) Obligations of Townhome Lot Owners. Townhome Lot maintenance shall be governed by Section 3.19 of the Clover Glen Master Declaration.

(b) Loss Attributable to Townhome Lot Owner. Notwithstanding any provision of this Declaration or the Clover Glen Master Association to the contrary, if the need for maintenance or repair that would otherwise result in a Common Expense is caused by the willful or negligent conduct or act of a Townhome Lot Owner, his household pet, family, guest, invitees, or other Person using or occupying said Townhome Lot Owner's Townhome Lot with express or implied permission, the cost of such repair or maintenance shall be assessed against such Townhome Lot Owner and shall be due and payable thirty (30) days from the date of notice thereof, such assessment to be collected and enforced as provided in this Declaration for the collection of assessments. Such assessment shall not require approval of any of the Members; provided, however, that a Townhome Lot Owner against whose Townhome Lot such an assessment is levied shall be entitled to ten (10) days' notice, a hearing before the Board and a reasonable opportunity to perform the necessary maintenance or repair work prior to being levied with such an assessment.

(d) Access to Townhome Lots. Authorized representatives of the Association or the Clover Glen Master Association shall be entitled to reasonable access to the individual Townhome Lots and Private Elements as may be required in connection with the preservation of any individual Townhome Lot or Private Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Private Elements or any equipment, facilities or fixtures affecting or serving the other Townhome Lots, Common Elements or Private Elements or to make any alteration required by any governmental authority. Such employees or agents are further authorized to enter upon any Townhome Lot and the Private Elements thereof without notice to the Townhome Lot Owner when, in the judgment of the Master Association or the Board, such entrance is necessary to prevent damage to such Townhome Lot or surrounding Townhome Lots by fire, criminal act, natural disaster or other emergency, or if the Townhome Lot Owner has been uncooperative with the Association in scheduling a time for the Association to gain access to the Townhome Lot.

(e) Party Walls. Each wall built as a part of the original construction of a structure upon the Private Elements and placed on the dividing line between two Townhome Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The following provisions shall apply to all party walls constructed in the Property: (i) The cost of reasonable repair and maintenance of a party wall shall be shared by the Townhome Lot Owners who make use of the wall in proportion to such use; (ii) If a party wall is destroyed or damaged by fire or other casualty, any Townhome Lot Owner who has used the wall may restore it. If other Townhome Lot Owners make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; subject, however, to the right of any Townhome Lot Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions; (iii) The Townhome Lot Owner may construct or reconstruct a party wall subject to and within the limitations of architectural control and other limitations of this Declaration with the right to go upon the adjoining Lot to the extent reasonably necessary to perform the construction. The construction shall be done expeditiously. Upon completion of the construction, the Townhome Lot Owner shall restore, as is reasonably practicable, the adjoining Townhome Lot to as near the same condition which prevailed on or before the commencement of the construction; (iv) The right of any Townhome Lot Owner to contribution from any other Townhome Lot Owner under this Section shall be appurtenant to the land and shall pass to the Townhome Lot Owner's successors in title; (v) If any Townhome Lot Owner desires to sell his Townhome Lot, he may, in order to assure a prospective purchaser that no adjoining Townhome Lot Owner(s) has a right of contribution as provided in this Article, request that the adjoining Townhome Lot Owner(s) provide a certification that no right of contribution exists. It shall be the duty of each adjoining Townhome Lot Owner to make a certification as to whether there is any pending claim of contribution immediately upon request and without charge.

15. Architectural Control, Alterations, Additions or Improvements.

(a) Architectural Control. No structure may be erected, placed or altered on any Private Elements, and no building permit may be obtained, until the construction plans and building specifications and a plan showing: (i) the location of improvements on the Private Elements; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material and roof material (including delivery of samples thereof); (iv) the color of paint or stain to be applied to any exterior surfaces and the color of the roof material (including delivery of samples thereof); and (v) the location and size of any wood deck or patio (which shall be broom finish concrete, unless otherwise approved by Developer), shall have been approved in writing by the Architectural Control Committee (the "ACC") and Clover Glen Master Association pursuant to Section 3.2 of the Master Declaration. The Developer shall serve as the ACC until such time as the Developer has sold all of its Townhome Lots or voluntarily relinquishes control of the ACC to the Association. Thereafter, the members of the ACC shall be appointed by the Board in accordance with the Bylaws.

(b) Alterations, Additions or Improvements. Except as provided specifically herein, no alteration of any Common Elements or Private Elements, or any additions or improvements thereto, shall be made by any Townhome Lot Owner without the prior written approval of the Board after review and approval by the ACC and the Clover Glen

Master Association. The Board may authorize and charge as common expenses alterations, additions, and improvements of the Common Elements and Private Elements as provided in the Bylaws. The expense of such charges shall be paid out of the reserves established in the Association's annual budget, which shall be funded by a portion of the annual assessments applicable to each Townhome Lot. Any Townhome Lot Owner may make non-structural alterations, additions or improvements within the Townhome Lot of the Townhome Lot Owner without the prior written approval of the Board, but such Townhome Lot Owner shall be responsible for any damage to other Townhome Lots, the Common Elements, the Private Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

16. Decorating. Each Townhome Lot Owner, at such Owner's expense, shall furnish and be responsible for all decorating within such Owner's Townhome Lot and Private Elements serving such Townhome Lot.

17. Encroachments and Easements. If any portions of the Common Elements shall actually encroach upon any Townhome Lot or Private Elements, or if any Townhome Lot or Private Elements shall actually encroach upon any portions of the Common Elements, or if any Townhome Lot or Private Elements shall actually encroach upon another Townhome Lot or Private Elements, as the Common Elements, Townhome Lots and Private Elements are shown by Exhibit A-1, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Townhome Lot Owners involved, to the extent of such encroachments, so long as the same shall exist.

The Clover Glen Master Association and the Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

18. Association's Right to Purchase at a Foreclosure Sale. The Clover Glen Master Association and the Board shall have the power and authority to bid and purchase, for and on behalf of any Townhome Lot, or interest therein, at a sale pursuant to a deed of trust or mortgage foreclosure, a foreclosure of the lien for common expenses, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Townhome Lot Owners owning not less than three-fifths (3/5) of the total votes of the Townhome Lot Owners. Such consent shall set forth a maximum price, which the Clover Glen Master Association, the Board or its duly authorized agent (as the case may be) may bid and pay for said Townhome Lot.

The Clover Glen Master Association and the Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Townhome Lot Owners, and other such financing arrangements as the Clover Glen Master Association or the Board may deem desirable, in order to close and consummate the purchase or lease of a Townhome Lot, or interest therein. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Townhome Lot, or interest therein, to be purchased or leased, and the percentage interest in the Association appurtenant thereto.

19. Use and Occupancy Restrictions. The following use and occupancy restriction are in addition to those contained in the Clover Glen Master Governing Documents. Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed and as allowed by municipal zoning laws. Each Townhome Lot shall be used as a residence or such other use permitted by this Declaration and for no other purposes except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Townhome Lot Owner from: (a) maintaining a personal library; (b) keeping personal business or professional records or accounts; or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions or municipal zoning law.

The Common Elements shall be used only by the Townhome Lot Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Townhome Lots and for such other purposes incidental to use of the Townhome Lots; provided, however, that any areas designed for a specific use shall be used for the purposes approved by the Clover Glen Master Association and the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Townhome Lot Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

In addition to the above, the following restrictions shall apply:

(a) Approval of Plans. No construction, reconstruction, remodeling, alteration, or addition of or to any structure, building, fence, wall or improvement of any nature shall be constructed without obtaining prior written approval of the ACC (established as provided above) and the Clover Glen Master Association as to the location, plans, and specifications therefor. As a prerequisite to consideration for approval and prior to the commencement of the contemplated work, two (2) complete sets of building plans and specifications shall be submitted. The ACC and the Clover Glen Master Association shall be the sole arbiters of such plans and may withhold its approval for any reasons, including purely aesthetic reasons. It is expressly acknowledged that construction undertaken by the Developer shall be exempt from ACC review and from any limitations on construction existing under this Declaration or the Association's Bylaws. Upon receipt of approval by the ACC and the Clover Glen Master Association, construction shall be started and prosecuted to completion promptly and in strict conformity with the approved plans.

At such time as Developer divests itself of all Townhome Lots within the development, the right of approval of plans for construction, reconstruction, remodeling, alterations, and additions shall thereafter rest exclusively in the Association and in its Board of Directors, which Board shall thereafter appoint the membership of the ACC.

Developer, the Association, the ACC and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event that the ACC fails to indicate its approval or disapproval within sixty (60) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Approval or disapproval by the ACC shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this section, or elsewhere in this Declaration to the contrary notwithstanding, Developer and the Association are hereby authorized and empowered, at their sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Townhome Lot and of the size and location of such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable ordinances and regulations established by local governments with jurisdiction over the Property.

The ACC may require the submission to it of such documents and items as it reasonably deems necessary to evaluate all requests. If a Townhome Lot Owner expressly requests in writing that the ACC allow a variance from any restriction or specification contained in this Declaration, architectural guidelines, rules, regulations or any other Clover Glen Master Association governing document, the ACC may require said Townhome Lot Owner to provide any and all documents, materials and information as the ACC reasonably deems necessary to evaluate the request for variance including without limitation, a more detailed description of the variance(s) requested, dimensions, specifications, plot plans and samples of material(s). If the ACC approves a request for a variance, it shall evidence such approval only by written instrument addressed to the Townhome Lot Owner of the Townhome Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted) and signed by the ACC. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from the ACC or (ii) failure by the ACC to respond to the request for variance. In the event the ACC or any successor to the authority thereof shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of Developer that no variances be available except at its discretion or that of the ACC. The ACC shall not have the authority to approve any variance except as expressly provided in this Declaration.

(b) Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications therefor, approved by Developer or the Association as provided herein.

(c) Improvements and Setback Restrictions. No building or structure, or any part thereof, shall be located on any Townhome Lot so that the improvements exceed the boundaries of the Townhome Lot. No encroachment upon any utility easement reserved on Exhibit A-1 shall be authorized or permitted.

(d) Re-subdivision or Combination of Townhome Lots. No Townhome Lot shall be re-subdivided or combined with other Townhome Lots, nor shall any building be erected or placed on any such re-subdivided or combined Townhome Lot, unless such re-subdivision or combination is approved by the Association, as well as any governmental authority having jurisdiction. Developer, however, shall have the right, but not the obligation, to re-subdivide or combine any Townhome Lots, by recorded plat or in any other lawful manner, and such Townhome Lots, as re-platted, shall be subject to this Declaration as if such Townhome Lots were originally included herein. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations, and requirements.

(e) Walls, Fences and Hedges. All walls, fences or hedges shall be erected or maintained only as approved and directed by the ACC and the Clover Glen Master Association. There shall be permanent six-inch (6'') easements on both sides of any property lines separating the Townhome Lots for the purpose of construction and maintenance of a fence between the patios appurtenant to said Townhome Lots (the "Fence Easements"). Notwithstanding any other provision of this Declaration to the contrary, maintenance and repair of any fence constructed within a Fence Easement shall be the responsibility of the Townhome Lot Owner on whose property or Limited Common Elements the fence is located. Any fence constructed within a Fence Easement (other than by the Developer) must be approved by the ACC and the Clover Glen Master Association. Notwithstanding any other provision of this Declaration to the contrary, a Townhome Lot Owner shall be responsible for maintaining any portion of the Townhome Lot or Limited Common Elements appurtenant to the Townhome Lot which is totally enclosed by an approved wall, fence, hedge or combination thereof.

(f) Roofing Material. The roof of any building shall be constructed or covered with roofing material as permitted and approved in the sole discretion of the ACC and the Clover Glen Master Association.

(g) Parking. Because of limited parking within the Property, the Owners and/or Occupants of any Townhome Lot may not park more than two (2) vehicles per Townhome Lot within the Property at any time, and such vehicles shall be parked either in the garage appurtenant to said Townhome Lot or the driveway serving said Townhome Lot. Except as provided in this section, inoperative vehicles, tractors, buses, mobile homes, recreational vehicles, trailers (either with or without wheels), travel trailers, campers, camper trailers, boats and other watercraft, and boat trailers are prohibited.

Commercial vehicles are permitted within the Property only for such periods as are reasonably necessary for loading and unloading, providing delivery service or as needed for construction or reconstruction work within the Property. For purposes of this Declaration, "commercial vehicles" include without limitation any vehicle with commercial writing or a commercial logo on its exterior, any vehicle primarily used for commercial purposes, any vehicle primarily designed for commercial use, and any vehicle not primarily designed and used solely for non-commercial passenger transportation. The Board of Directors may impose rules and regulations not inconsistent with this Declaration with respect to the maintenance and use of parking spaces provided on the Common Elements and the uses, operating and control of vehicles thereon. The vehicles of Developer and of any builder working under a contract with Developer for the construction of a residence within the Property are exempt from this provision.

(h) Exterior Finish. Townhome Lots shall be constructed with an exterior finish only as designated or approved by the ACC and the Clover Glen Master Association.

(i) Common Mailbox Style. The Association reserves the right to designate the style and material of all mailboxes.

(j) Storage Tanks and Refuse Disposal. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by a governmental department of public works or a public or private equivalent thereto. Incinerators for garbage, trash, or other refuse shall not be used or permitted. All equipment, coolers, and garbage cans shall be kept in the garage and concealed from the view of neighboring lots, roads, streets, and open areas except for garbage containers on days of garbage collection. Townhome Lot Owners may not separately contract for garbage collection. The Association shall contract for garbage collection for all Townhome Lots as a Common Expense.

(k) Clothes Lines. Outside clotheslines and any other means of hanging clothes outside the Townhome Lots is prohibited.

(l) Signs and Advertisements. No sign, billboard of advertisement of any kind shall be erected, displayed or otherwise exposed to view on any Townhome Lot or any improvement thereon; provided that this requirement shall not preclude the placement by Townhome Lot Owners of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by the ACC and the Clover Glen Master Association. The ACC shall have the right to remove any such unapproved sign, billboard or advertisement which is in violation of this paragraph, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Advertisements, signs and billboards of the Developer and any builder working under contract with Developer for the construction of a residence within the Property shall not be subject to this provision.

(m) Use of Temporary Structures. No structure of a temporary character, mobile home, camper, trailer, tent, shack, barn, portable storage unit shed or other outbuilding shall be erected or moved onto any Townhome Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any residence and landscaping therefore must be completed before occupancy. Developer (and builders subject to Developer's written approval) may use temporary structures as building or sales offices and for related purposes during periods of the construction.

(n) Outside Lighting. Outside lights at eaves and door entrances shall be permitted, but no colored light bulbs, exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the ACC and the Clover Glen Master Association. The Developer shall not be subject to this provision.

(o) Satellite Dishes and Antennae. Unless otherwise approved by the Clover Glen Master Association and the Developer or the ACC, all television antennae, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multichannel multipoint distribution (wireless cable) services must be one (1) meter or less in diameter, must be located to the rear of a Townhome Lot and not visible from the street (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Elements or overhang beyond the vertical plane of the building façade.

(p) HVAC Units. All central air conditioning system units must be used, erected, placed, or maintained on the side or to the rear of the Townhome Lot. No window or wall type air conditioning units shall be permitted in any Townhome Lot.

(q) Recreational Equipment. Except for recreational equipment that may be constructed and maintained by the Developer or the Association on the Common Elements for the use and enjoyment of all residents of The Townhomes of Clover Glen, no basketball goals (whether permanent or movable) or other playground or recreational equipment may be erected, placed, or maintained on the Townhome Lots or elsewhere within the Property.

(r) Oil and Mining Operations. No oil drilling, oil development operations, oil refining quarrying or mining operations shall be permitted on any Townhome Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Townhome Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Townhome Lot.

(s) Maintenance. Maintenance of Townhome Lots shall be performed in accordance with Section 3.19 of the Clover Glen Master Declaration and this subparagraph (s). All Townhome Lots shall be maintained in a neat and attractive condition by their respective Townhome Lot Owners or Occupants. No Townhome Lot shall be used for storage of material or equipment except as incidental to normal

residential living, or incidental to construction of improvements thereon during periods of construction as permitted herein. The accumulation of garbage, trash or rubbish of any kind and the burning of any such materials is prohibited. In the event of default on the part of the Townhome Lot Owner or Occupant of any Townhome Lot in observing any of the above requirements, such default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Townhome Lot, repair, maintain and restore the same, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Townhome Lot in a neat, attractive, healthful and sanitary condition. In so doing, the Association shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration or removal shall be charged against the Owner of such Townhome Lot as the personal obligation of such Owner, such charges to be secured by the lien for assessments upon the Townhome Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Townhome Lot shall be jointly and severally liable with the Townhome Lot Owner for the payment of such costs.

(t) Landscape Maintenance. The Clover Glen Master Association and/or the Association shall contract with one (1) or more landscaping services to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Elements and other portions of the Property for which the Association is responsible, the cost of such being a Common Expense.

(u) Use of Premises. Each Townhome Lot shown on Exhibit A-1 shall be used only for private, single-family residential purposes and not otherwise. Notwithstanding the foregoing, so long as Developer owns any Townhome Lot within the Property, Developer (and any builder approved in writing by Developer) may maintain such facilities as necessary or convenient to Developer's business operations, including, but without limitation, offices, storage areas, model units and signs. This provision may not be amended, altered or modified without the prior written consent of the Developer.

(v) Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained in any Townhome Lot or on any Common Element, except household pets such as small dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Townhome Lot Owner or Occupant, but not for any commercial use or purpose. Pet owners shall be responsible for cleaning up and removing any solid waste left by their pet within The Townhomes of Clover Glen.

(w) Nuisances and Unsightly Materials. Each Townhome Lot Owner and Occupant shall refrain from any use or activity which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Townhome Lot or Private Element. No unlicensed motorcycle, motorbike, motor scooter, golf cart or any other unlicensed motorized vehicle shall be permitted to be operated within the Property. No Townhome

Lot or Private Element shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor may any substance, thing, or material be kept upon any Townhome Lot or Private Element which emits foul or noxious odors or which cause any noise that will or might disturb the peace and quiet of the Townhome Lot Owners or Occupants of surrounding Townhome Lots or Private Elements.

(x) Hobbies and Activities. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, shall not be pursued or undertaken on any part of the Property without the express written consent of the Association.

(y) Governmental Restrictions. Each Townhome Lot Owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Townhome Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

(z) Yard Art, Flags. Statues, ornamental figures, ornamentation and any other yard art, regardless of size or color, may not be erected, placed or maintained on the exterior of any Townhome Lot or the Private Elements. Except for American flags of dimension three by five feet (3' x 5') or smaller which are flown in compliance with federal law, no flags may be flown or displayed on any Townhome Lot or the Private Elements.

20. Remedies. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws or the rules and regulations of the Board or Association by any Townhome Lot Owner (either by the Townhome Lot Owner's own conduct or by the conduct of any other Occupant of or visitor to such Owner's Townhome Lot) the Association, or its successors or assigns, or the Board, or its agent, and any Townhome Lot Owner(s) shall have each and all of the rights and remedies which may be provided for in the Act, this Declaration, the Bylaws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Townhome Lot Owner and/or others for enforcement of any lien and the appointment of a receiver for the Townhome Lot and ownership interest of such Townhome Lot Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to sell the Townhome Lot through judicial process as provided hereinbefore, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and reasonable attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of ten (10%) percent per annum until paid, shall be charged to and assessed against such defaulting Townhome Lot Owner, and shall be added to and deemed part of such Owner's respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of the Townhome Lot Owner's respective share of the common expenses, upon the

Townhome Lot and ownership interest in the Association of such defaulting Townhome Lot Owner and upon all of such Owner's additions and improvements thereto and upon all of such Owner's personal property in such Owners Townhome Lot or located elsewhere on the Property. In the event of any such default by any Townhome Lot Owner, the Association may enter onto a Townhome Lot to cure the default, without liability to the Owner or Occupant for trespass or otherwise, and charge the cost of curing the default to the Owner and/or Occupant of the Townhome Lot, such costs being in the nature of and collectable as assessments hereunder. All rights and remedies of the Association are cumulative.

In addition to the other remedies provided for herein, the Board, without a vote of the membership of the Association, may adopt a system of reasonable fines which may be imposed by the Board for violations of the Declaration, the By-Laws and any rules and regulations of the Association including any architectural guidelines. All fines shall be deemed in the nature of assessments and collectible in the same manner allowed for collection of assessments hereunder.

21. Amendments. Except as specifically stated elsewhere herein, and except for this Section 21, any provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, approved by Townhome Lot Owners owning not less than two-thirds (2/3) of the total Townhome Lots, provided, however, that all lien holders of record which have expressly requested notice of amendments must be notified in writing of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument, and further provided that during the period of time that the Developer maintains weighted voting rights under Class B membership in the Association, if so required by applicable and effective federal law or regulations, such amendment(s) shall require approval by Fannie Mae, Freddie Mac, FHA, VA and/or HUD prior to becoming effective.

However, if the Act, the Declaration or the Bylaws require the consent or agreement of all Townhome Lot Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be approved by all Townhome Lot Owners or all lien holders or both as required by the Act or this Declaration. The change, modification or rescission, whether accomplished under the provisions of the preceding section, shall be effective upon recording of such instrument in the office of the Register of Deeds of Davidson County, Tennessee; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Notwithstanding any other provision of this Section or the Declaration to the contrary, the Master Developer of Clover Glen, in its sole discretion, shall have the right to make and record any amendment to this instrument or the Bylaws without Lot Owner approval so long as Master Developer owns any property within Clover Glen; provided, however, that KVR Homes, LLC shall have the right to approve any amendment to this Declaration or the Bylaws of the Townhome Association (not to be unreasonably withheld) so long as KVR Homes, LLC owns one or more Townhome Lot.

22. Notices. Notices provided for in the Act, Declaration or Bylaws shall be in writing, and shall be addressed if to a Townhome Lot Owner, to the address of such Owner's Townhome Lot, and if to the Association or Board, as the case may be, to the registered office, as set forth in Charter of the Association or to such other address as may be designated by the Association or Board from time to time, or at such other address as may be hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Townhome Lot Owners. Any Townhome Lot Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when sent by First Class United States mail, registered mail, certified mail, when delivered in person with written acknowledgment of the receipt thereof or delivered by any other reasonable means of written or electronic communication.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Townhome Lot shall be given a copy of all notices permitted or required by this Declaration to be given to the Townhome Lot Owner or Owners whose Townhome Lot is subject to such mortgage or trust deed.

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

24. Rights and Obligations. The acceptance of a deed of conveyance, devise or of a lease to a Townhome Lot, the entering into occupancy of any Townhome Lot or the use of any portion of the Common Elements shall constitute an agreement that the provisions of this Declaration, the Bylaws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Townhome Lot Owner, tenant, Occupant or other person, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Townhome Lot, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

The terms and conditions of this Declaration, the Bylaws and the rules and regulations may be incorporated by reference in, and become part of, the agreement between any mortgagee and any present or future Townhome Lot Owner who enters into such an agreement with a mortgagee. When so incorporated, any default in the terms and conditions of the Declaration, Bylaws and rules and regulations may be considered as a default by the mortgagee, whereupon said mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Townhome Lot Owner.

25. Trustee as Townhome Lot Owner. In the event title to any Townhome Lot is conveyed to a land title holding trust, under the terms of which all powers of management,

operation and control of the Townhome Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Townhome Lot Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Townhome Lot. No claim shall be made against any such title holder trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Townhome Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Townhome Lot

26. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the owner of such property, whether it be the Clover Glen Master Association or the Association. Whether to reconstruct any improvements affected by such a taking shall be within the sole discretion of the owner of the taken property after consultation with any mortgagees affected thereby.

27. Rights Reserved. The Townhome Lot Owners right of enjoyment in the property commonly owned by the Association as herein created shall be subject to:

(a) The right of the Clover Glen Master Association and the Association to suspend the membership rights of any Member for any period during which said Member (or the Member's family member, tenant, visitor or invitee) is in violation of any provision of the Master Governing Documents, this Declaration, the Bylaws or the rules and regulations of the Association. Membership rights subject to suspension include without limitation the right to vote, the right to hold an office or seat on the Board of Directors of the Association, and the right to use common amenities located on the Common Elements. At the discretion of the Clover Glen Master Association and the Board, such suspension may be applied to the Member and to family members, visitors, tenants and invitees of the Member; and

(b) The right of the Clover Glen Master Association and the Association to charge reasonable fees for the use of parts of the Common Elements; and

(c) The right of the Clover Glen Master Association or the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution, dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless the Developer (its successors or assigns) and members of the Association entitled to cast ninety percent (90%) of the total votes of members have been recorded, agreeing to such act, and further provided that so long as a Class B membership exists, if so required by applicable and effective federal law or regulations, dedication of the Common Elements must be approved by HUD/VA; and

(d) The right of the Clover Glen Master Association or the Association to grant such easements and rights-of-way to utility companies, public agencies or other persons or entities as the Association deems necessary for the proper servicing and maintenance of the Common Elements and the Townhome Lots, or for the operation of the Association.

28. Provisions Relative to Mortgagee's Rights and to Federal Home Loan Mortgage. So long as required by the Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA"), and subject to the Developer's rights stated above, the following provisions shall apply:

(a) A first mortgagee, and any insurer or guarantor of any mortgage or deed of trust, under a Townhome Lot at such party's request is entitled to a financial statement of the Association for the preceding fiscal year.

(b) Any first mortgagee or other transferee of a Townhome Lot who comes into possession of the Townhome Lot pursuant to the remedies provided in the deed of trust shall take the property free of any claims for unpaid assessments or charges against the mortgaged Townhome Lot, which accrue prior to the time such holder comes into possession of the Townhome Lot.

(c) Unless two thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), and Townhome Lot Owners (other than the Developer) of Townhome Lots have given their prior written approval, the Association shall not be entitled to:

(i) Change the percentage interests of ownership of all or any Townhome Lot or Townhome Lot Owners.

(ii) Partition or subdivide any Townhome Lot or the Common Elements.

(iii) By act or omission seek to abandon the horizontal property regime or status of the Property, or encumber, mortgage, sell or transfer the Common Elements, except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Common Elements.

(iv) Use hazard insurance proceeds for losses to any Property (whether to individual Townhome Lots or Common Elements) for other than the repair, replacement, or reconstruction of such improvements, except as provided in Tenn. Code Ann., Section 66-27-118, in case of substantial loss to the Townhome Lots and/or Common Elements to the horizontal property regime.

(d) Townhome Lot Owners, first mortgage holders, and insurers or guarantors

of any first mortgage shall have the right to examine the books, records, current copies of the Declaration and Bylaws, and rules and regulations of the Association during normal business hours and upon request.

(e) An adequate reserve fund for maintenance, repair, and replacement of Common Elements, which must be replaced on a periodic basis, will be established and funded by regular monthly payments rather than by special assessments. Each purchaser of a Townhome Lot, whether from Developer or in a subsequent resale, shall pay the Association at the closing of such sale a capital charge equal to twenty-five percent (25%) of the maximum annual assessment then in effect. Said initial capital charge may be used for operating expenses, capital improvements or other expenses of the Association as the Board, in its sole discretion, sees fit.

(f) As set forth in Tenn. Code Ann. Section 66-27-120, all taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the individual Townhome Lot and not to the horizontal property regime as a whole.

(g) No Townhome Lot Owner or any other party shall have priority over any rights of the first mortgagees of Townhome Lots and/or Common Elements and the lien of any assessment is subordinate to the lien of any first mortgage on a Townhome Lot.

(h) Upon written request, the Association shall give to any mortgagee of a Townhome Lot, the FHLMC, FNMA, any lending institution servicing such mortgages as are acquired by the FHLMC or FNMA, or any insurer or guarantor of a mortgage or deed of trust on a Townhome Lot, timely notice in writing of any loss to or the taking of the Common Elements if such loss or taking exceeds $50,000.00, or of any other condemnation or casualty loss that affects either a material portion of the project or the Townhome Lot securing its mortgage, a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, or any proposed action that requires the consent of a specified percentage of mortgagees. The Association may maintain and rely upon records of such persons and entities which have requested the information for a list of mortgagees to be notified hereby.

(i) The interest of a first mortgagee in a mortgaged Townhome Lot shall be superior to the interests of any other person, group, partnership, corporation or entity of any kind, including any interest the Board, the Developer or any Townhome Lot Owner may have in any portion of the premises, regardless of the nature of the interest or the manner in which it is acquired.

(j) A first mortgagee of a Townhome Lot Owner, upon written request, is entitled to written notification from the Association of any default in the performance by such Townhome Lot Owner of any obligation under this Declaration and/or Bylaws which is not cured within sixty (60) days.

(k) The casualty and liability insurance and fidelity bond coverage required to

be maintained by the Association shall meet the requirements specified in the Fannie Mae Selling Guide.

(l) Notwithstanding any other provision of this Declaration to the contrary, annexation of additional properties, dedication of common elements and amendment of the Declaration shall require HUD/VA approval so long as a Class B membership exists.

DEVELOPER

MERITAGE HOMES OF TENNESSEE, INC.

By: _____
John Hennebery, President
Nashville Division

STATE OF TENNESSEE)
COUNTY OF Williamson **)**

Personally before me, the undersigned, a Notary Public, appeared John Hennebery, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is President of the Nashville Division of Meritage Homes of Tennessee, Inc., an Arizona corporation, and is authorized to execute this instrument on behalf of Meritage Homes of Tennessee, Inc.

WITNESS my hand, at office this 10th day of August, **2018**.

_____
Notary Public Diane M. Tamboer
My Commission Expires: 2-15-22

DIANE M. TAMBOER
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

EXHIBIT A

Being a portion of the land situated in the 33rd Councilmanic District of Metropolitan Nashville, Davidson County within Clover Glen Phase 1A depicted on the plat recorded as Instrument Number 20180618-0058128, in the Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to MERITAGE HOMES OF TENNESSEE, INC., an Arizona Corporation, by deeds recorded as Instrument Numbers 20170208-0013268, 20180216-0015337 and 20160517-0049117, all in the Register's Office for Davidson County, Tennessee.

EXHIBIT A-1

Depiction of the Initial Property Subjected to the Terms of the Declaration

GENERAL NOTES

1. THE PURPOSE OF THIS PLAN IS TO CREATE A HORIZONTAL PROPERTY REGIME WITH BUILDING PADS, INGRESS/EGRESS AND OPEN SPACE.
2. SIDEWALKS TO BE PROVIDED ON ALL STREETS IN ACCORDANCE WITH THE RECORDED PLAT.
3. ALL PROPOSED RIGHT-OF-WAY CORNERS TO BE CONCRETE MONUMENTS, OTHER PROPERTY CORNERS TO BE IRON RODS (NEW) AS SHOWN ON FINAL PLAT.
4. NO PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGMENT AGENCY FLOOD INSURANCE RATE MAP 47037C0457H, REVISED APRIL 5, 2017, ZONE "X".
5. COMMON AREA/OPEN SPACE WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAN CONTAINS THE INFORMATION REQUIRED BY T.C.A. 66-27309 PLATS AND PLANS.

DATE OF PLAT OR PLAN AUGUST 6, 2018.

TN LICENSE NO. _____

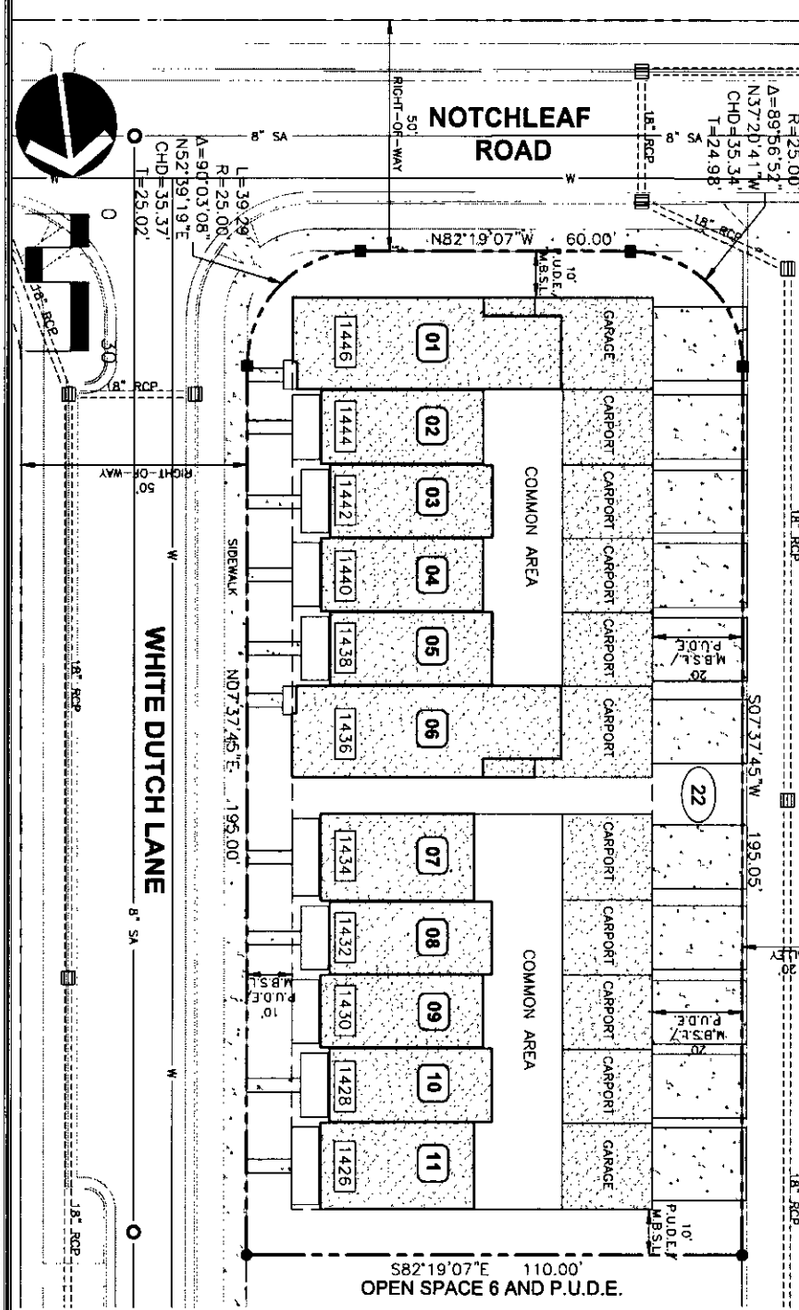
NAME _____

PRINTED NAME JOHN T. DARNALL

STATE OF TENNESSEE JOHN T. DARNALL 2202 LICENSED PROFESSIONAL ENGINEER NO. 102571

LEGEND

- IRON ROD (NEW) (1/2" X 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
- CONCRETE MONUMENT (NEW) (4" DIAMETER ALUMINUM DISC W/ 1/2" IRON ROD MARKED "RAGAN-SMITH ASSOCIATES")
- SA — SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- W — WATER LINE
- RCP — REINFORCED CONCRETE PIPE
- CATCH BASIN/CURB INLET
- M.B.S.L. — MINIMUM BUILDING SETBACK LINE
- P.U.D.E. — PUBLIC UTILITY & DRAINAGE EASEMENT
- (22) — LOT NUMBER
- (XX) — UNIT NUMBER
- XXXX — ADDRESSES
- PRIVATE ELEMENTS
- CONCRETE
- R.O.D.C.T. — REGISTER'S OFFICE FOR DAVIDSON COUNTY, TN



OWNER/DEVELOPER

MERITAGE HOMES, LLC
5217 MARYLAND WAY
BRENTWOOD, TN 37027
(615) 406-3647
Billy.wallis@meritagehomes.com

Know what's below. Call before you dig. 811

DEED REFERENCE

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE INC., AN ARIZONA CORPORATION OF RECORD IN INSTRUMENT #20170208-013268, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

PLAT REFERENCE

BEING LOT 22 AS SHOWN ON THE FINAL PLAT ENTITLED "CLOVER GLEN, PHASE 1A" OF RECORD IN INSTRUMENT #20180618-0058128 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

DATE:	AUGUST 6, 2018
APPROVED:	JTD
DRAWN:	SLL
SCALE:	1"=30'
JOB NO.	WK. ORDER
15123	0348

HORIZONTAL PROPERTY REGIME
CLOVER GLEN PHASE 1A - LOT 22
FOR
MERITAGE HOMES, LLC
EXHIBIT A-1

RAGAN·SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
NASHVILLE 315 WOODLAND STREET P.O. BOX 60279 NASHVILLE, TN 37206 (615) 244-8591
CHATTANOOGA 718 CHERRY STREET SUITE 202 CHATTANOOGA, TN 37402 (423) 499-0999

G:\15123-03481-Survey\PRPL\Lot 22 HPR\15123-0348_Lot 22 HPR.dwg

GENERAL NOTES

1. THE PURPOSE OF THIS PLAN IS TO CREATE A HORIZONTAL PROPERTY REGIME WITH BUILDING PADS, INGRESS/EGRESS AND OPEN SPACE.
2. SIDEWALKS TO BE PROVIDED ON ALL STREETS IN ACCORDANCE WITH THE RECORDED PLAT.
3. ALL PROPOSED RIGHT-OF-WAY CORNERS TO BE CONCRETE MONUMENTS. OTHER PROPERTY CORNERS TO BE IRON RODS (NEW) AS SHOWN ON FINAL PLAT.
4. NO PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGMENT AGENCY FLOOD INSURANCE RATE MAP 47037C0457H, REVISED APRIL 5, 2017, ZONE "X".
5. COMMON AREA/OPEN SPACE WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAN CONTAINS THE INFORMATION REQUIRED BY T.C.A. 66-27309 PLATS AND PLANS.

DATE OF PLAT OR PLAN AUGUST 6, 2018.

TN LICENSE NO. 1571

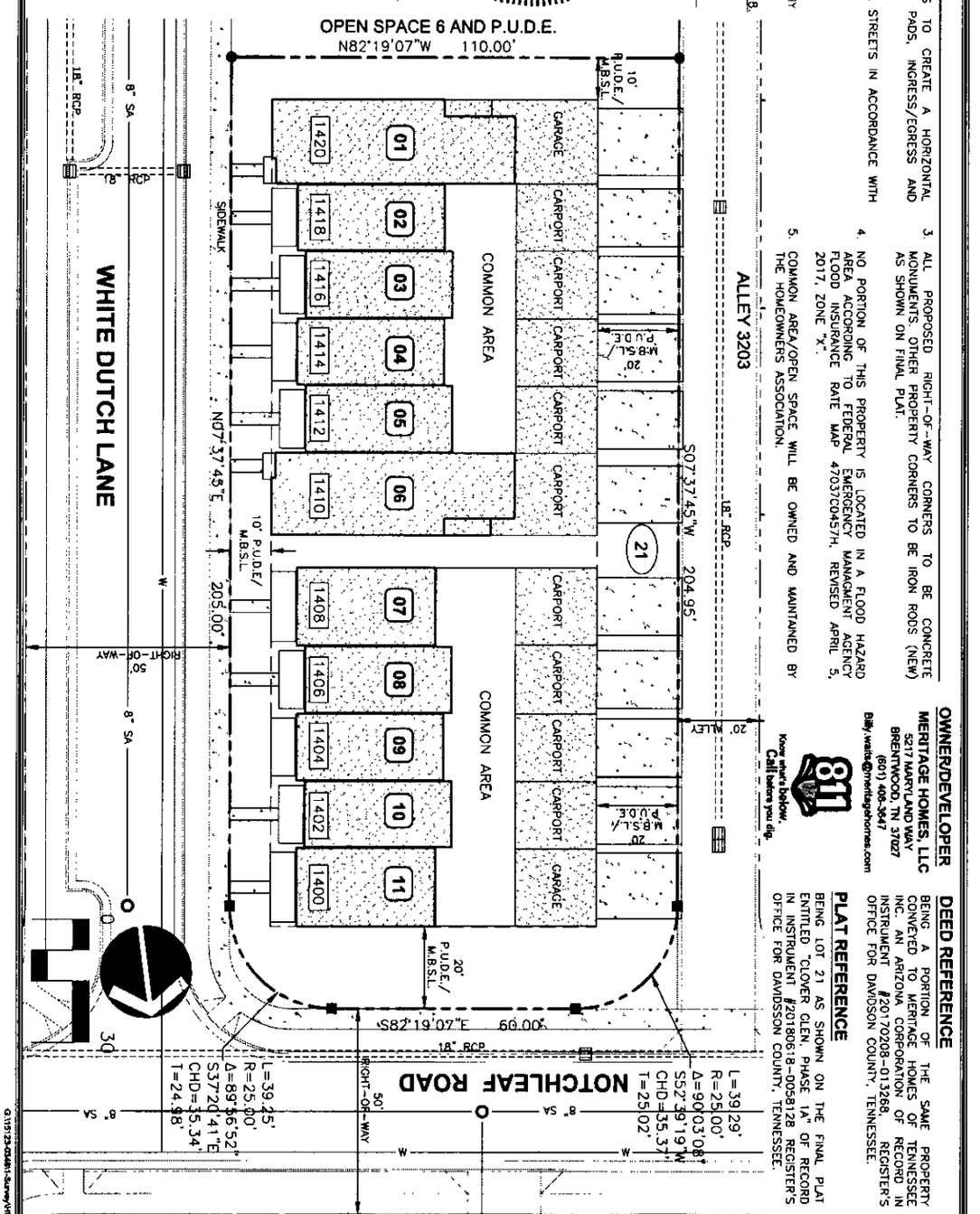
NAME

PRINTED NAME JOHN T. DARNALL

JOHN T. DARNALL TENNESSEE NO. 1571 08/06/18 LICENSED LAND SURVEYOR

LEGEND

- IRON ROD (NEW) (1/2" X 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
- CONCRETE MONUMENT (NEW) (4" DIAMETER ALUMINUM DISC W/ 1/2" IRON ROD MARKED "RAGAN-SMITH ASSOCIATES")
- SA SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- W WATER LINE
- RCP REINFORCED CONCRETE PIPE
- CATCH BASIN/CURB INLET
- M.B.S.L. MINIMUM BUILDING SETBACK LINE
- P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- (21) LOT NUMBER
- (XX) UNIT NUMBER
- XXXX ADDRESSES
- PRIVATE ELEMENTS
- CONCRETE
- R.O.D.C.T. REGISTER'S OFFICE FOR DAVIDSON COUNTY, TN



OWNER/DEVELOPER

MERITAGE HOMES, LLC
5217 MARYLAND WAY
BRENTWOOD, TN 37027
(601) 402-3647
Billy.watts@meritagehomes.com

811 Know what's below. Call before you dig.

DEED REFERENCE

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE INC. AN ARIZONA CORPORATION OF RECORD IN INSTRUMENT #20170208-013268, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

PLAT REFERENCE

BEING LOT 21 AS SHOWN ON THE FINAL PLAT ENTITLED "CLOVER GLEN PHASE 1A" OF RECORD IN INSTRUMENT #20180618-0058128 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

DATE:	AUGUST 6, 2018
APPROVED:	JTD
DRAWN:	SLL
SCALE:	1"=30'
JOB NO.	WK ORDER
15123	0348

HORIZONTAL PROPERTY REGIME
CLOVER GLEN PHASE 1A - LOT 21
FOR
MERITAGE HOMES, LLC

EXHIBIT A-1

RAGAN·SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
NASHVILLE
CHATTANOOGA

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EXHIBIT B

Bylaws of The Townhomes of Clover Glen Owners Association, Inc.

BYLAWS

OF

THE TOWNHOMES OF CLOVER GLEN OWNERS ASSOCIATION, INC.

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ARTICLE 1: DEFINITIONS

The words defined in the Declaration of Covenants, Conditions and Restrictions for The Townhomes of Clover Glen recorded in the Register's Office for Davidson County, Tennessee (hereinafter referred to as the "Declaration"), shall have the same meaning in these Corporate Bylaws.

ARTICLE 2: OFFICES

2.01. Registered Office. The initial registered office of the corporation shall be c/o Meritage Homes of Tennessee, Inc., 5217 Maryland Way, Suite 222, Brentwood, TN 37027, and the name of the registered agent of the corporation is Meritage Homes of Tennessee, Inc.

2.02. Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE 3: MEMBERS AND MEMBERSHIP PRIVILEGES

3.01. Membership. Each Unit Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership. The Developer reserves the right to afford membership privileges in the form of access to the common amenities to owners of other developments of Developer in the vicinity of that certain residential real estate development known as The Townhomes of Clover Glen in consideration of the payment of fees equal to the Assessments payable by a Unit Owner or as specified in the Declaration. No person entitled to membership privileges shall be entitled to vote in the Association and shall not be considered a "Member" for any other purpose. No Member shall be required to pay any consideration whatsoever solely for his membership in the corporation.

ARTICLE 4: MEETINGS OF MEMBERS

4.01. Place of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board of Directors within Davidson County, Tennessee or a contiguous county.

4.02. Annual Meeting. The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, if necessary to comply with federal regulations, that the first meeting may be held no later than the earlier of the following events: (a) four months after all of the Units have been sold by the Developer; or (b) five years following conveyance of the first Unit by the Developer. Thereafter, an annual meeting of the Members of the corporation shall be held each year at a date, time and place

specified in a written notice from the Board of Directors to the Members. At such annual meetings, the Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

4.03. Special Meeting. Special meetings of the Members, for any purpose or purposes, may be called by the president, the Board of Directors, or by Members having not less than twenty-five (25%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at any special meeting shall be confined to the subjects stated in the notice of such meeting.

4.04. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen (15) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting.

4.05 Quorum. The presence in person or by proxy of more than twenty-five (25%) percent of the percentage values of those votes entitled to be cast at a meeting of the Members and at least twenty-five percent (25%) of the percentage values of each class of Members shall constitute a quorum at all meetings of the Members for the transaction of business. If a quorum is not present, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

4.06. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of more than fifty per cent (50%) of the percentage values of those votes entitled to be cast of Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Charter of the corporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum.

4.07. Method of Voting; Proxies. Each Member (other than Developer while its Class B Membership exists) shall be entitled to a vote for each Unit owned by such Member. No Member, other than the Developer, shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Unit in The Townhomes of Clover Glen to the corporation, if such evidence is demanded, the sufficiency of which shall be determined by the members of the Board present at the meeting. The vote of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Unit shall be in the name of two or more persons as Co-owners, all of such persons shall be Members of the corporation and are

referred to herein as "Joint Co-owners". Any one of such Joint Co-owners may vote at any meeting of the Members of the corporation and such vote shall be binding upon such other Joint Co-owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Co-owners (in person or by proxy) shall be required to cast their vote as Members. If two or more of such Joint Co-owners are present at any meeting, their unanimous action shall also be required to cast their vote as Members of the corporation.

4.08. Cumulative Voting Not Permitted. Cumulative voting for Directors shall not be permitted.

ARTICLE 5: DIRECTORS

5.01. Management. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Declaration, the Charter, or these Bylaws, directed or required to be exercised or done by the Members. Such Board powers include without limitation the following: (a) the power to adopt reasonable rules and regulations governing the residents, visitors and property within The Townhomes of Clover Glen; (b) the power to adopt a system of fines for violation of the governing documents; and (c) the power to tow vehicles within The Townhomes of Clover Glen which are parked or otherwise in violation of the Declaration or any rule properly adopted by the Board.

5.02. Number; Qualifications; Election; Term. The initial Board of Directors shall consist of three (3) Directors, each of whom shall be a Member of the Association or a partner or employee of the Developer, or its subsidiaries or affiliates and shall serve terms of two (2) years or until his successor shall be elected and qualify. The Directors shall be appointed by the Developer until after the first of (a) the conveyance by the Developer of one hundred percent (100%) of the Units to Unit Owners (b) January 1, 2023; or (c) when the Developer, in its sole discretion, so determines. Directors shall serve without compensation. After transfer of control to the Unit Owners as provided in the Declaration, there shall be five (5) Directors elected by the Members who shall serve the following terms: the Director receiving the most votes shall serve a term of three (3) years; the two (2) Directors receiving the second most votes and third most votes shall each serve a term of two (2) years; and the remaining two (2) Directors shall each serve a term of one (1) year. After the expiration of the term of each Director elected following initial transfer of control to the Unit Owners, all Directors shall be elected for terms of two (2) years.

5.03. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any annual or special meeting of the Members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, the remaining

Board members may appoint a successor who shall serve until the next annual meeting of the Members at which time, a successor shall be elected to serve the remaining unexpired term of his predecessor in office, if any. After transfer of control to the Unit Owners, any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

5.04. Place of Meetings. The Directors of the corporation shall hold their meetings within Davidson County, Tennessee or a contiguous county.

5.05. Annual Meetings. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the corporation, and at the same place, unless such time or place be changed by unanimous consent of the Directors then elected and serving.

5.06. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.07. Special Meetings. Special meetings of the Board of Directors may be called by the president on a three (3) days notice to each Director, either personally or by mail; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

5.08. Quorum. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.09. Committees Having Board Authority. The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate an Architectural Control Committee, a Nominating Committee for members of the Board of Directors and such other committees as deemed necessary to consist of two (2) or more of the Directors of the corporation. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by statute or the Charter.

5.10. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by the president if he is authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to Directors or Members of the

corporation.

5.11. Procedure. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

5.12. Managing Agents. The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to The Townhomes of Clover Glen as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties of Officers and such duties with respect to management, repair and maintenance of The Townhomes of Clover Glen development which are not by statute, the Declaration, the Charter or these Bylaws, required to be performed by, or have the approval of, the Board of Directors or the Members of the corporation.

5.13 Communication Outside of Meetings. The Board of Directors may communicate with each other in person, by e-mail or other electronic form of communication. If any decision is reached or resolution adopted by the Board outside of a face-to-face meeting of the Board, such decision or resolution shall reduced to writing and ratified by the Board at the next face-to-face meeting of the Board.

ARTICLE 6: NOTICES

6.01. Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same is deposited in the United States mail.

6.02. Waiver. Whenever any notice is required to be given to any Member or Director of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 7: OFFICERS

7.01. Number; Titles. The officers of the corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a secretary and a treasurer. Any two (2) or more offices may be held by the same person except for the offices of president and secretary.

7.02. Election. The Board of Directors at its first meeting after each annual meeting of

Members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board.

7.03. Other Officers and Agents. The Board of Directors may appoint such other officers and may delegate responsibilities and authority to such agents as it shall deem necessary, who shall be appointed or designated for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

7.04. Salaries. The salaries of all officers of the corporation, if any, shall be fixed by the Board of Directors.

7.05. Term of Office; Removal. Each officer of the corporation shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

7.06. President. The president shall be the chief executive officer of the corporation; the President shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.

7.07. Secretary. The secretary (or an agent to whom the Board has delegated some or all responsibility of the Secretary) shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision the Secretary shall be.

7.08. Treasurer. The treasurer (or an agent to whom the Board has delegated some or all responsibility of the Treasurer) shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful

performance of the duties of the office of Treasurer, and for the restoration to the corporation, in case of the Treasurer's death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under the Treasurer's control belonging to the corporation.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.01. Reserves. The Board of Directors shall create such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, and to repair or maintain any portion of The Townhomes of Clover Glen or for such other purposes as the Directors shall think beneficial to the corporation.

8.02. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.03. Fiscal Year. The fiscal year of the corporation shall be the calendar year unless otherwise fixed by resolution of the Board of Directors.

8.04. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors.

8.05. Indemnification. The corporation shall indemnify any Director, officer, or employee, or former Director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under bylaw, agreement, vote of Members or otherwise.

8.06. Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8.07. Amendment of Bylaws. These bylaws may not be altered, amended or repealed except by the affirmative vote of more than two-thirds (2/3) of the percentage values of those votes

entitled to be cast by Members qualified to vote. Any such amendment shall not be operative until it is recorded with the Register of Deeds of Davidson County, Tennessee. Notwithstanding the foregoing, if so required by applicable federal law or regulations, for so long as the Developer maintains its weighted vote as described in the Declaration, any and all amendments to these Bylaws shall be subject to the veto of HUD/VA.

8.08. Table of Contents; Headings. The table of contents and headings used in these bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

8.09. Care and Upkeep; Collection of Common Expenses; Personnel; Changes to Administration of the Development. The following shall all be governed and determined (as the case may be) in accordance with the terms of the Declaration: (1) care, upkeep and surveillance of The Townhomes of Clover Glen, the Units therein and the Common Elements thereon; (2) the manner of collecting assessments for payment of the Common Expenses; and (3) the designation and dismissal of a property manager and other such personnel as are necessary for the administration of The Townhomes of Clover Glen.

CERTIFICATION

I hereby certify that the foregoing Bylaws were adopted by The Townhomes of Clover Glen Owners Association, Inc. on the ____ day of_____, 2018.

_____
President

EXHIBIT C

Attorney's Certification

LAW OFFICE OF
ALVIN L. HARRIS
201 FOURTH AVENUE, NORTH, SUITE 1930
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August 8, 2018

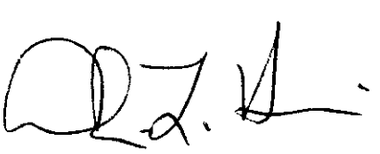
John Hennebery
President
Meritage Homes of Tennessee, Inc.
5217 Maryland Way, Suite 222
Brentwood, TN 37027

Re: *The Townhomes of Clover Glen, Davidson County, Tennessee*

Mr. Hennebery:

I am an attorney licensed to practice in the State of Tennessee. I have prepared legal documents required by Tenn. Code Ann. § 66-27-101, *et seq.* for the creation of the planned unit development known as The Townhomes of Clover Glen, including the Charter and corporate bylaws of The Townhomes of Clover Glen Owners Association, Inc., and the Declaration of Covenants, Conditions and Restrictions for The Townhomes of Clover Glen to be recorded with the Davidson County Register of Deeds. Such documents are in compliance with said statute and a planned unit development is created thereunder. This opinion is given for the limited purpose of complying with Tenn. Code Ann. § 66-27-103(b).

Sincerely,



Alvin L. Harris