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DECLARATION OF RESTRICTIVE COVENANTS

FOR

OVERLOOK AT AARONS CRESS

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DECLARATION OF RESTRICTIVE COVENANTS FOR OVERLOOK AT AARONS CRESS

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR OVERLOOK AT AARONS CRESS, is made, published, and declared by and among Beazer Homes, LLC, a Delaware limited liability company (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, Developer is the owner of certain real property in Davidson, Tennessee, known as Overlook at Aarons Cress, which is shown on the plat(s) which are (and/or will be) recorded with the Register's Office for Davidson County, Tennessee, and being the location of an anticipated residential real estate subdivision within Davidson County, Tennessee (hereinafter referred to as the "Overlook at Aarons Cress" or the "Subdivision");

WHEREAS, it is to the benefit, interest, and advantage of Developer and of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions, restrictions, assessments, and liens governing and regulating the use and occupancy of such property be established, fixed, and set forth and declared to be covenants running with the land;

WHEREAS, the Developer, now desires to supersede any restrictions that may presently exist with respect to the property described herein and to establish restrictions applicable to such property in accordance with the terms of this Declaration;

NOW, THEREFORE, in consideration of the premises, Developer, with any and all persons, firms, corporations, or other entities hereafter acquiring all or any of the property hereinafter described (the "Property"), that any previous restrictions, recorded or unrecorded shall be of no further force or effect and that the Property shall be hereinafter subjected to the following restrictions, covenants, conditions, assessments, and liens (collectively, the "Restrictions") relating to the use and occupancy thereof and relating to the use, occupancy, and maintenance of such portions of the same as at present or in the future shall be designated as common areas, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title, or interest in or to the Property or any part thereof and which shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

The following words, when used in this Declaration or any amendment or supplement hereto, shall, unless the context shall clearly require to the contrary, have the following meanings:

1.1 "Additional Phases" shall mean the additional acreage that may be added to the development in one or more Phases at the sole discretion of the Developer, together with the Common Areas as shown on the Plat amendment(s) to be filed in connection therewith.

1.2 "Association" shall mean and refer to OVERLOOK AT AARONS CRESS HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Tennessee, its successors and assigns.

1.3 "Common Area" or "Common Areas" shall mean and refer to the private roads within the Properties, any and all other real property owned by the Association, such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit, and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise, including any recreational areas, i.e., playgrounds or walking trails, which may be constructed initially by the Developer or thereafter by the Association. Common Areas with respect to the properties made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplementary Declaration(s) shall be shown on the Plat(s) of Overlook at Aarons Cress and designated thereon as "Common Areas" or "Open Space" or such comparable designation.

1.4 "Declaration" shall mean and refer to this Declaration of Restrictive Covenants for Overlook at Aarons Cress applicable to the Properties that is to be recorded in the Office of the Register of Deeds for Davidson County, Tennessee, any amendments hereto and any Supplementary Declarations upon the creation of Additional Phases.

1.5 "Detached Home" shall mean a home which is free-standing and which shall be constructed in certain areas of the Properties as shown on the Plat(s).

1.6 "Developer" shall mean and refer to Beazer Homes LLC, a Delaware limited liability company, successor by conversion to Beazer Homes Corp., Tennessee corporation having a place of business in Franklin, Tennessee, its successors and assigns.

1.7 "Governing Documents" shall mean collectively this Declaration, the Association's corporate charter, the Association's Bylaws, the Association's rules and regulations and all duly adopted amendments and supplements to any of the afore-listed documents.

1.8 "Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so designated as a Lot upon the Plat.

1.9 "Member" shall mean and refer to any person who shall be an Owner and, as such, a member of the Association.

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1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee interest in any Lot or portion of a Lot, excluding, however, those parties having such interest merely as security for the performance of an obligation.

1.11 "Occupant" shall mean and refer to any person or persons in possession of a Lot or home thereon other than an Owner.

1.12 "Overlook at Aarons Cress" shall mean and refer to that certain residential community known as Overlook at Aarons Cress which is being developed on real property now owned by Developer in Davidson County, Tennessee, together with such additions thereto as may from time to time be designated by Developer in accordance with the terms of this Declaration.

1.13 "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

1.14 "Phase 1" shall refer to the property initially subjected to this Declaration as shown on the Plat of Phase 1 recorded as Instrument Number 20240315-0017965 with the Register's Office for Davidson County, Tennessee.

1.15 "Plat" shall mean and refer to the Plat recorded as Instrument Number 20240315-0017965 with the Register's Office for Davidson County, Tennessee. , together with any amendments and supplements thereto recorded upon the creation of Additional Phases or upon the commencement of construction of additional sections within a previously submitted phase.

1.16 "Property or "Properties" shall mean and refer to any and all of that certain real property which is now within, or which may hereafter be brought within, that certain residential subdivision being developed by Developer in Davidson County, Tennessee, which subdivision is and shall be commonly known as Overlook at Aarons Cress.

1.17 "Successor Developer" shall mean and refer to any person (including any affiliate of the original developer) who shall acquire the right to develop the Properties or construct Additional Phases (as defined herein) adjacent to and able to be included in the general development plan of Overlook at Aarons Cress.

1.18 "Supplementary Declaration(s)" shall mean one or more supplementary declarations that may be recorded from time to time to create Additional Phases or to or to amend this Declaration as expressly permitted hereunder.

ARTICLE 2

PROPERTIES SUBJECT TO THIS DECLARATION

2.1 **Initial Properties Subject to Declaration**. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Davidson County, Tennessee, and is more particularly described and shown on Exhibit "A" attached hereto and made a part hereof by this reference. Overlook at Aarons Cress is to be built in one (1) or more Phases, each of which may comprise a number of sections for construction purposes (a "Construction Section").

All of the real property shown on Exhibit "A" shall be submitted to these Restrictions.

2.2 Additional Phases. 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 from the date hereof, or the date of any Supplementary Declaration hereto, to subject to these restrictions any real property located within five (5) miles of any portion of the Properties, in one or more Additional Phases, in order to extend the scheme of this Declaration and to bring such additional contiguous Properties within the jurisdiction of the Association.

2.3 Supplementary Declarations. The additions herein authorized shall be made by filing of record one or more Supplementary Declarations in respect to the creation of Additional Phases or the addition of other Properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for its just share of the Association's expenses and shall also require the filing of such additional plats as are required for such sections in the Register's Office for Davidson County, Tennessee. Each Supplementary Declaration must subject the added property or additional Lots to the conditions and restrictions contained herein.

2.4 Consent to Rezoning. Every Owner shall be deemed to have consented to any rezoning that may be necessary or desirable for the development of such property as part of Overlook at Aarons Cress. Owners of any Lots in the additional property shall succeed to all of the rights and obligations of membership in the Association.

2.5 Extension of Development Rights to Adjacent Property. The Developer and any Successor Developer shall have the rights described in this Article 2, exercisable without approval of the Association or any other person or entity. The Developer or such Successor Developer shall have the voting rights as specified hereinafter with respect to any added Lots, subject to the original limitations as to duration of weighted voting.

2.6 Construction Sections. The Developer may submit more unimproved property than is immediately anticipated to be used or improved to the terms and conditions of these restrictions, in order to insure and demonstrate its intentions with respect to such property and to assure that such property will be developed subject to the covenants and restrictions contained in this Declaration and such land shall initially constitute one Lot. No additional "Lots" shall be deemed to have been created on such property until such time as the final plat approving such construction section has been approved and recorded in the Register's Office for Davidson County, Tennessee. At such time as the final plat is recorded, all Lots depicted thereon, and Common Areas shown thereon, shall be owned and used in accordance with the terms of this Declaration.

2.7 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 Lot in any future construction differs from that of the initial construction, or any subsequent Construction Section, it being acknowledged that the Developer intends to construct single family homes within Overlook at Aarons Cress. Prior to the sale of any Lot in an additional Construction Section, the Developer may modify any preliminary plan to reconfigure Lots or create additional amenities areas or Common Areas without the consent of any Owner. After the sale of any Lot within an additional Construction Section, the Developer may only make such modification or reconfiguration with the consent of the

Owners of Lots within said Construction Section.

2.8 Continued Use of Common Elements. No addition shall revoke or diminish the rights of the Lot Owners to the utilization of the Common Elements as established hereunder, except to grant to the owners of the land being added to the Property the right to use the Common Elements according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

2.9 Withdrawal of Lands by Developer. Developer may withdraw one or more portions of the Property which are owned by Developer from the terms and conditions of this Declaration by recording a document to that effect with the Register of Deeds of the County where the Property is located. Such instrument need only be executed by Developer and shall not require the joinder and consent of the Association, any Lot Owner, Member or other third party; provided, however, that nothing contained in this section or elsewhere in the Declaration shall obligate Developer to add Additional Property or withdraw any portion of the Property from the terms and conditions of the Declaration. Only Developer may de-annex all or any portion of the Property from the terms and conditions of this Declaration.

2.10 Merger. Upon a merger or consolidation of the Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Association under this Declaration and administer the covenants and restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

ARTICLE 3

ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

3.1 Single-Family Residential Construction. No building or other structure shall be erected, altered or permitted to remain on any Lot other than one (1) single-family residential dwelling with a minimum of 1,200 square feet of living space, excluding unfinished basements and crawl spaces.

(a) All foundations shall be bricked at least to grade level.

(b) All shingles shall be dimensional asphalt.

(c) All siding shall be vinyl or cementitious fiber.

(d) All porches, stoops, walks and driveways shall be broom finished gray concrete.

(e) A residential dwelling may have an attached private garage. Garages may not accommodate more than two (2) vehicles, shall be used for vehicle parking and not primarily storage of other items. Unless approved in writing by the Developer or the Association, all garages shall be front-entry, except for corner lots in which garages may be side-entry. Garages may not exceed the main dwelling in height.

3.2 Approval of Plans.

(a) No construction, reconstruction, remodeling, alteration, or addition of or to any structure, building, outbuilding, fence, wall, drive, or improvement of any nature shall be constructed without obtaining prior written approval of developer, 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. Developer shall be the sole arbiter of such plans and may withhold its approval for any reasons, including purely aesthetic reasons. It is expressly acknowledged that construction undertaken by Developer shall be conclusively deemed to comply with the foregoing. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans.

(b) At such time as Developer divests itself of all Lots within the development (or at such earlier time as Developer, in its sole discretion, determines), the right of approval of plans for further construction, reconstruction, remodeling, alterations, and additions shall thereafter vest exclusively in the Association and in its Board of Directors (the "Board"), or such committees of the Association as shall be appointed by the Board.

(c) Developer, the Association 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 Developer or the Association fails to indicate its approval or disapproval within thirty (30) 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 Developer or the Association 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 paragraph 3.2, 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 Lot and of the size and location of any 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 Properties and the improvements as a whole; provided, however, such modifications and deviations must comply with all applicable ordinances and regulations established by local governmental entities or bodies with jurisdiction over Overlook at Aarons Cress.

Developer may require the submission to it of such documents and items, including as examples, but without limitation, written requests for and description of the variances requested, plans, specifications, plot plans and samples of material(s), as it shall deem appropriate, in connection with its consideration of a request for a variance. If Developer shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the 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 alternate fence height approved or specifying the location, plans and specifications applicable to an approved outbuilding), and signed by Developer. 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 Developer or the Association or (ii) failure by Developer to respond in writing to the request for variance. In the event Developer 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. Developer shall have no authority to approve any variance except as expressly provided in this Declaration.

3.3 Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications therefor, approved by Developer or the Association as provided in paragraph 3.2 above.

3.4 Improvement and Setback Restrictions. No building or structure, or any part thereof, shall be located on any Lot nearer to the front line, the rear line, or any side line than the minimum building setback lines required by Davidson County, Tennessee and as may be shown on the recorded plans. For purposes of determining compliance with this requirement, porches, wing walls, eaves, and steps extending beyond the outside wall of a structure shall be considered as a part thereof. No encroachment upon any utility easements reserved on the Plat shall be authorized or permitted.

3.5 Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless such re-subdivision 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 into Lots, by recorded plat or in any other lawful manner, all or any part of the Properties, and such Lots, as re-platted, shall be subject to this Declaration as if such Lots were originally included herein. Any such re-plat must comply with applicable re-platting ordinances, statutes, regulations and requirements.

3.6 Walls, Fences and Hedges. Prior to the construction of any wall, fence or hedge, the Developer or Association (as the case may be) must approve in writing plans submitted by the owner in accordance with section 3.2 of this Declaration. Such plans shall include details of location, style and construction materials for the proposed wall, fence or hedge. The Design Guidelines shall govern the types, colors, dimensions and locations of walls, fences and hedges permitted on Lots within the Property.

3.7 Roofing Material. The roof of any building (including any garage) shall be constructed or covered with dimensional asphalt shingles. Any other type of roofing material shall be permitted only at the sole discretion of the Association upon written request in accordance with Section 3.2 hereof.

3.8 Swimming Pools. Swimming pools shall be allowed only on Lots approved by the Association and shall be located at the rear of the residence. All swimming pools shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved in writing by the Association in accordance with Section 3.2 hereof.

3.9 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 the local Department of Public Works or its equivalent. Incinerators for garbage, trash, or other refuse shall not be used or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring Lots, roads, streets, and open areas.

3.10 Clothes Lines. Hanging clothes, rugs, blankets, towels or other household items outside on clothes lines or otherwise is strictly prohibited.

3.11 Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon; provided that this requirement shall not preclude the installation by Developer and/or any builder of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by 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 Association. Lot Owners may display "For Rent" or "For Lease" signs, not larger than 24" x 24", only on the inside of front windows of their dwelling. The Association shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal; provided, however, a resident may temporarily erect a political sign which complies with Tenn. Code Ann. § 2-7-143 and any rules and regulations adopted by the Association with respect to such signs.

3.12 Temporary Structures and Outbuildings. Except as provided below, no mobile home, camper, trailer, basement, tent, shack, garage, barn, utility shed, structure of a temporary character or other outbuilding shall be erected, moved onto any Lot or used at any time as a residence, nor shall any residence of a temporary character be permitted. No structure of any kind except a permanent dwelling house may be occupied as a residence, and the outside of any dwelling house (including landscaping) must be completed before occupancy. The Developer or its assigns may use temporary structures as building or sales offices and for related purposes so long as Developer owns any property within Overlook at Aarons Cress.

Notwithstanding the foregoing, sheds shall be permitted subject to the prior written approval of the Developer or the Association under Section 3.2 of this Declaration. Requests to install a shed must include a plot plan showing its precise proposed location on the Lot, a photograph or other accurate depiction of the proposed shed, and the exact colors and materials to be used on the shed. All sheds must also comply with the following guidelines:

(a) Sheds shall be constructed of the same exterior material as the principal dwelling. Shed style must also compliment the style of the home exterior.

(b) The Developer or the Association (as the case may be) shall be sole arbiter of the acceptability of a proposed shed and may consider, among other factors, the elevation, exterior design,

colors, location on the Lot, and building material, as well as whether the proposed shed would utilize an incongruous architectural design or colors or is otherwise inharmonious with other structures in Overlook at Aarons Cress.

(c) Except as provided below, sheds shall be located to the rear of Lots in such locations as to not be easily visible from the street. If a Lot is not conducive to installing a shed in the rear of the Lot, a shed may be installed on the side of the home no further forward than the main rear corner of the home. This requirement pertains to the main structure of the home and does not include extensions, such as morning rooms, sunrooms, etc. Any shed which would be visible from the street must be screened by landscaping in accordance with a written plan submitted by the Lot Owner and approved in writing by the Association prior to the installation of the shed.

(d) In considering a proposed shed, the Developer or the Association (as the case may be) may require a landscaping screen or privacy fence as a condition for approval.

3.13 Parking and Storage of Automobiles, Boats, Trailers and Other Vehicles. In order to minimize parking on the street, unless vehicles already completely occupy a Lot's garage (if any) and driveway, residents may not leave, park or store vehicles of any nature, including without limitation passenger vehicles, pickup trucks, SUVs and motorcycles in the public street right-of-way. Trailers, boat trailers, travel trailers, inoperative automobiles, campers, recreational vehicles or equipment of any nature shall be parked or stored so that they are screened from public view, either within the garage (if any) or behind a fence that screens such vehicles from public view, unless otherwise approved in writing by the Developer in accordance with paragraph 3.2 above. No semi-tractors, tractor-trailers, buses, delivery vans, moving vans or other large commercial vehicles or equipment shall be parked on the streets, driveways or elsewhere within the Properties except for such periods of time as are reasonably necessary for loading and unloading, providing delivery services, providing household moving service(s) or as needed for maintenance, construction or reconstruction work within the Properties. The foregoing shall not apply to construction vehicles of the Developer. The Board of Directors may adopt rules and regulations not inconsistent with this Declaration with respect to street parking and the maintenance and use of parking spaces provided on the Common Area and the uses, operating and control of motor vehicles thereon.

3.14 Outside Lighting. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building or elsewhere on a Lot shall be permitted, except with the prior written approval of the Association. Outside lighting may only be directed downward, toward the Lot on which the exterior lighting is located. Exterior Lighting may not be directed toward another Lot or the improvements thereon.

3.15 Antennae and Satellite Dishes. 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 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 Area.

3.16 Window Units. All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning unit shall be placed such that it is visible from the street view of any Lot.

3.17 Recreational Equipment. All playground and recreational equipment must be used, erected, placed and maintained to the rear of any Lot.

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

3.19 Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery 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 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 by the Association under this section shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner for the payment of such costs.

The Association may 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 Areas, provision for which shall be made in the monthly or annual assessments.

3.20 Damage, Destruction or Maintenance. In the event of damage or destruction to any structure located on the Properties, the respective Owner thereof agrees as follows:

(a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within 60 days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Developer or the Association, as the case may be, in accordance with Article 3 hereof and all of the terms of this Declaration.

(b) In the case of partial damage or destruction, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a

first-class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Developer or the Association, as the case may be, in accordance with Article 3 hereof. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days, from the date of the insurance adjustment.

(c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the property of the other for such purpose. Each party shall contribute equally to the cost thereof, unless such work was necessitated by the fault of an Owner, in which event the Owners shall allocate such cost in proportion to the relative fault of the parties.

3.21 Use of Premises. Each Lot shown on the Plat shall be used only for private, single-family residential purposes and not otherwise. Notwithstanding the foregoing, Developer may maintain, as long as it owns property in or upon such portion of the Properties as Developer may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Developer may use, and permit builders (who are at the relevant time building and selling houses in the development) to use, residential structures, garages or accessory buildings for sales offices and display purposes, but all rights of Developer and of any builder acting with Developer's permission under this sentence, shall be operative and effective only during the construction and sales period within the area. This provision may not be amended, altered or repaired without the prior consent of the Developer.

3.22 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, 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 Owner or Occupant, but not for any commercial use or purpose. The owner of any pet shall keep the pet confined to the Lot at which said pet-owner resides. No pets shall be allowed to roam free. If, at any time, the Board determines that a pet has become a nuisance as a result of excessive or recurrent noise, damage to real or personal property of the Association or its Members, the deposit of bodily waste outside the Lot at which the pet-owner resides, or otherwise, the Association is entitled to an injunction from the Chancery Court for Davidson County, Tennessee, requiring the pet-owner to remove the offending pet from Overlook at Aarons Cress. All costs incurred by the Association as a result of any enforcement proceeding commenced under this section, including reasonable attorney's fees, shall be recoverable from the offending Lot owner and/or Occupant in the lawsuit.

3.23 Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for any business or commercial purpose. Each Owner or Occupant shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried out upon any Lot. No motorcycle, motorbike, motor scooter, or any other unlicensed motorized vehicle may be operated on or in the Common Areas. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors. Each owner or Occupant shall refrain from any activity or from maintaining any thing or material that produces noise that disturbs the peace and quiet enjoyment of the Owners or Occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units.

3.24 Hobbies and Activities. No illegal or 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, and other such activities shall be pursued or undertaken on any part of any Lot or upon the Common Areas without the express written consent of the Association. Boating, fishing, swimming or wading in Common Area ponds or lakes within the Properties is strictly prohibited.

3.25 Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the surface of the streets shall be placed, planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines. The same limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line and the edge of a driveway.

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

3.27 Roads. It shall be obligatory upon all owners of the Lots in this subdivision to consult with the Chief Engineer of the Tennessee Highway Department or the Traffic and Parking Commission of the local governmental body with jurisdiction over the Properties, or their equivalent before any driveways, culverts, other structures or grading are constructed within the limits of any dedicated roadway, and such placement or construction shall be done in accordance with the requirements of the said agencies applying to such roads in order that the roads or streets within the subdivision which would be affected by such placement or construction may not be disqualified for acceptance into the public road system by Davidson County, Tennessee or any other local governmental body with jurisdiction over roads within Overlook at Aarons Cress.

3.28 Easement for Roads. The right is expressly reserved to the Developer and Owners, their representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or other public ways as now, or hereafter may be, shown on the Plat(s), at such grades or elevation as they, in their sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys or public ways, they additionally, shall have an easement, not exceeding (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes in accordance with the specifications of the government body or agency having jurisdiction over the construction of public roads; and no Owner of any Lot shall have any right of action or claim for damages against anyone on account of the grade of elevation at which such road, street, alley or public way may hereafter by constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

3.29 Leasing. Notwithstanding any other provision of this Declaration to the contrary, no more than ten percent (10%) of the Lots within the Properties may be rented or leased at any one time. The Board is hereby authorized to make reasonable rules and regulations relating to leases and to the implementation of the provisions of this Section, including without limitation lease application requirements, notice requirements as to names and numbers of tenants, the creation of a waiting list for the right to lease a Lot, the priority given to Lot Owners on the waiting list and penalties for violations of this paragraph or the Board's leasing rules. The Association may also adopt a lease

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registration program which may require, among other things, a Lot Owner to pay an annual fee to the Association for each leased Lot to defray the cost to the Association of maintaining current contact information for occupants of leased Lots.

For purposes of this Section, the term "lease" shall be deemed to include any agreement under which a person or persons other than the Owner occupy a Lot in exchange for money or any other consideration, including without limitation a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a lease with an option to purchase and a temporary occupancy agreement.

Lots must be leased in their entirety. Renting rooms or any portion of a Lot less than the entire Lot is strictly prohibited.

To avoid undue hardships, the Board may, in its sole and absolute discretion, and upon written application by a Lot Owner, grant permission to lease a Lot on terms prescribed by the Board even if more ten percent (10%) of Lots are already under lease. By way of example but not limitation, hardship situations the Board may consider include:

(1) Death of a Lot Owner (rental to be allowed during probate period);
(2) Confinement of a Lot Owner to a medical or nursing care facility;
(3) Lot Owner's loss of their job;
(4) Lot Owner's temporary job transfer or relocation due to job circumstances more than fifty (50) miles from the Lot. Such Lot Owner's hardship leasing application must include written notice from Lot Owner's employer stating reason for transfer or relocation and expected length of relocation; and
(5) Lot Owner is a reservist in the United States Armed Forces who is called to temporary active duty, or is active-duty personnel in the United States Armed Forces who is temporarily deployed more than fifty (50) miles from the Lot.

If a Lot Owner leases a Lot in violation of this Section, or if the occupant of a leased Lot violates any provision of the Declaration, the Association's Bylaws, Rules or Regulations, in addition to any other remedy to which the Association is entitled, the Association may declare the lease to be terminated and commence eviction proceedings against the tenant. In such proceedings, the Association shall be entitled to recover from the Lot Owner and the tenant all expenses of such proceedings incurred by the Association, including without limitation the Association's reasonable attorney's fees.

3.30 Products, Items and Materials Flushed In Toilets Restricted. The sewage disposal system for the Properties may include grinder pumps for each home. If so, due to problems created by wipes and other items which may clog the sewage disposal system, no manufactured items, products or materials other than standard toilet paper may be flushed in any toilet within Magnolia Farms. Products prohibited from being flushed include without limitation so-called "flushable wipes." Each Owner acknowledges, understands and agrees that (a) they are solely responsible for the operation of their home's grinder pump and (b) they are liable for any and all damages or expenses (including reasonable attorney's fees) incurred by the Association or another Owner as a result of their violation of this Section or the improper operation of their home's grinder pump.

3.31 Mailboxes. All mailboxes shall be part of a cluster box unit located within a Common Area amenity center. Maintenance, repair and replacement of mailboxes shall be the responsibility of the Association.

ARTICLE 4

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every person or entity who is the Owner of record of a fee interest in any Lot shall be a Member of the Association, subject to and bound by this Declaration and the Association's Articles of Incorporation, the Bylaws of the Association attached hereto as Exhibit B, and such rules and regulations as may be adopted by the Association. When any Lot is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, the Association membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 4.2 below.

4.2 Voting and Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lot. The Owner of each Lot shall be entitled to one (1) vote; provided that Developer shall be entitled to five (5) votes for each Lot that it owns until such time as one-hundred percent (100%) of the Lots subjected to this Declaration by this instrument or by any Supplementary Declaration have been sold by Developer or until ten (10) years from the later of the date hereof or the date of the last such Supplementary Declaration, whichever shall first occur. When two (2) or more persons hold an interest in any Lot as Owners thereof, all such persons shall be Members. The vote for such Lot shall be exercised by one (1) of such persons as proxy or nominee for all persons holding an interest as Owners in the Lot and in no event shall more than one (1) vote be cast with respect to any Lot, except as provided above with respect to Developer.

4.3 Method of Voting. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution or after conveyance by the Member of his Lot. No proxy shall be valid unless promulgated by the Board as an official proxy. A corporate Member's vote shall be cast by the President of the Member corporation or by any other officer or proxy appointed by the President or designated by the board of directors of such corporation. Voting on all matters except the election of directors may be by voice vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matters, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the official solicitation of proxies for such elections may be conducted by mail.

Any action that the Members may take at a meeting may also be taken by written ballot in accordance with the provisions of Tenn. Code Ann. § 48-57-108.

4.4 First Meeting of Members. 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; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four months after all of the Lots have been sold by the Developer; or (b) ten years following conveyance of the first Lot by the Developer.

4.5 Working Capital. The Association shall establish a working capital fund with the amounts of contributions by Lot purchasers to be determined by the Board from time to time. Each Lot's share of the working capital fund shall be collected from the Lot purchaser and transferred to the Association at the time of closing of the sale of each Lot (or conveyance of title to the Lot,

whichever is earlier) and maintained in an account for the use and benefit of the Association. Amounts paid into the fund shall not be considered as advance payment of regular assessments. The purpose of the fund is to ensure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services, or for any other purpose the Board deems to be necessary, desirable or in the best interests of the Association.

4.6 Acceptance of Development. By the acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the Overlook at Aarons Cress Subdivision development, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the Plat, and as may be supplemented by additional plats upon completion of development of the Subdivision. Such purchaser agrees to accept all improvements constructed after the date of purchase consistent with such plans, and of the same quality of then existing improvements. Security may be provided at the Developer's discretion, and no Owner shall have any cause of action against the Developer or the Association for failure to provide adequate security.

ARTICLE 5

COMMON AREA PROPERTY RIGHTS, ASSESSMENTS AND INSURANCE

5.1 Common Areas. Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to each Lot as designated upon the Plats, subject only to the provisions of the Governing Documents, including, but not limited to, the following:

(a) The right of the Association to limit the use of the Common Areas to Owners or Occupants of Lots, their families and their guests;

(b) The right of the Association to suspend voting privileges, the right to run for or serve on the Board and rights of use of the Common Areas for any Owner whose assessment against his Lot becomes delinquent or who is otherwise in violation of the provisions of this Declaration, the By-laws or the rules and regulations of the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members; provided that no such dedication or transfer shall be effective unless the Members entitled to cast at least three-fourths (3/4) of the votes agree to such dedication or transfer and signify their agreement by a signed and recorded written document; and provided further that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities, and drainage facilities upon, over, under, and across the Common Areas without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties or are otherwise in the best interests of the Association; and

(d) So long as the Developer owns any property within Overlook at Aarons Cress or any property subject to annexation hereunder, the Developer's rights to

(i) require the Association to swap Common Area property if necessary to cure any setback or other building regulation violation; and

(ii) redesignate any portion of the Common Area as developable lots (or portions of lots), or require the Association to convey Common Area to the Developer for such redesignation;

so long as such transfer or redesignation is done in accordance with all applicable governmental requirements and the total amount of Common Area within Overlook at Aarons Cress is not materially diminished.

(e) The right of the Board to adopt rules and regulations which impose limitations on the use of the Common Areas by Owners or Occupants of Lots, their families, guests and any other person allowed to use the Common Areas;

(f) The right of the Association to allow non-Owners to use the Common Areas and amenities thereon on such terms and conditions as are determined by the Board, or pursuant to an agreement with another community association allowing non-Owners to use the Common Areas (the Board being authorized to enter into such an agreement without a vote of the Members); and

(g) The right of the Association to lease, grant concessions or grant easements with respect to parts of the Common Elements (subject to the provisions of this Declaration and this Declaration or the Bylaws), all income derived by the Association from leases, concessions or other sources to 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.

(h) It is anticipated that Metropolitan Government of Nashville & Davidson County will own and maintain any stormwater detention ponds or facilities within the Properties.

5.2 Assessment for Maintenance of Common Areas. For each Lot within the development on which a house has been completed, every Owner (except the Developer) covenants and agrees, and each subsequent Owner of any such Lot, by acceptance of a deed therefor, shall be deemed to covenant and agree, to pay to the Association monthly or annual assessments or charges for the creation and continuation of a maintenance fund in amounts to be established from time to time by the Board in order to maintain, landscape, and beautify the Common Areas, to promote the health, safety, and welfare of the residents of the community, to pay taxes, if any, assessed against the Common Areas, to procure and maintain insurance thereon, to employ attorneys, accountants, and security personnel, and to provide such other services as are not readily available from governmental authorities having jurisdiction over the same. In addition, the Owner of each Lot and each subsequent Owner thereof, by acceptance of his deed, covenants and agrees to pay special assessments as approved by the membership in the manner hereinafter provided. The Developer shall be exempt from all assessments of any nature.

5.3 Creation of Lien and Personal Obligation of Assessments and Other Charges. In order to secure payment of all assessments, fees, fines, attorney's fees and other charges owed to the Association, as the same become due, there shall arise a continuing lien and charge against each 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, fee or charge, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation

of the person who was the Owner of the 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 Lot if, but only if, all such assessment, fee or charge made with respect to such Lot having a due date on or prior to the date such first mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments, fees, or charges authorized hereunder having a due date subsequent to the date such first mortgage is filed of record and prior to the satisfaction, cancellation, or foreclosure of the same, or the transfer of the mortgaged property in lieu of foreclosure. The sale or transfer of any Lot shall not affect any such lien. The sale or transfer of any 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 created hereunder, 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 Lot from liability for any assessment, fee or charge thereafter becoming due or from the lien thereof.

5.4 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 Lot to an 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 or annually. 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 Areas, if any, including fixtures and personal property related thereto; provided that the same are first approved by the Board, 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 sent to every Owner subject thereto by means permitted under the Association's Bylaws. 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 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 Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting the same.

5.5 Rate of Assessment. All Lots in the development shall become subject to assessments simultaneously, except that Lots owned by the Developer do not accrue liability for assessments of any nature while owned by the Developer.

5.6 Specific Assessments, Fees and Other Charges. The Association shall have the power to levy Specific Assessments against a Lot as follows:

(a) to cover the costs, including overhead and administrative costs, of goods or services incurred by the Association attributable to activities or uses of some but not all Lots (e.g. the cost of administering leases and maintaining information regarding occupants of leased Lots) or the cost of providing benefits, items, or services to a Lot or occupants thereof upon request of the Owner,

which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Lot into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the dwelling located on the Lot, their agents, contractors, employees, licensees, invitees, or guests. Such costs shall include without limitation the Association's reasonable attorney's fees incurred in connection with enforcement of the Governing Documents.

(c) In addition to assessments, the Association may charge the following fees in such amounts as the Board shall establish and modify from time to time:

(i) upon the purchase or other conveyance of a Lot, a transfer fee payable by the new Owner at the time of closing or the date of conveyance whichever is earlier;

(ii) upon the purchase or other conveyance of a Lot, a working capital fee payable by the new Owner at the time of closing or the date of conveyance whichever is earlier

(iii) a fee for determining the amount of unpaid assessments and other charges owed with respect to any Lot, payable by the requesting party in advance;

(iv) a collection fee to the Owner of a Lot if the Association seeks assistance from another person, entity or attorney with the collection of unpaid assessments, fines or other charges owed to the Association with respect to said Lot;

(v) a late fee to the Owner of a Lot if any assessment, fine or other charge owed to the Association is not timely paid;

(vi) an annual fee for each leased Lot payable by the Owner of said Lot(s), said lease administration fees being for the purpose of defraying costs and expenses incurred by the Association in connection with leased Lots and the collection of information about the occupants of leased Lots; and

(vii) a fee for providing an estoppel certificate payable by the requesting party in advance; and

(viii) a fee for providing such other goods or services as the Board may determine from time to time.

If the Association enters into a management contract which requires the Association to pay any of the fees listed above to the property manager, the Association, at its option, may require the Owner of the Lot or other responsible party to pay the fee directly to the management company.

Fines, fees and other charges levied by the Association pursuant to the Governing Documents shall constitute Specific Assessments.

Developer is exempt from all fees described in this Section.

5.7 Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment, fee or other charge levied by the Association which is not paid within thirty (30) days after the due date shall be subject to a monthly late fee in an amount determined by the Board and published to the Members from time to time, or ten percent (10%) of the outstanding balance owed, whichever is greater. 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 Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs, and the Association's reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

5.8 Insurance.

(a) The Board shall determine what insurance and in what amounts shall be necessary for the operation of Overlook at Aarons Cress. Until such time as any of the Common Areas of Overlook at Aarons Cress are improved, it is anticipated that the only insurance necessary for the operation of the Association shall be general liability insurance for claims arising out of the use of the Common Areas.

(b) In the event that the Board determines that it will be in the best interest of the Association to obtain insurance on any improvements owned by the Association and constructed in the Common Areas, the Association shall obtain fire and extended coverage insurance covering all such improvements and all personal property, equipment, fixtures and supplies owned by the Association. The face amount of such policy or policies shall not be less than one hundred percent (100%) of the current replacement cost of the property required to be covered by this Section. Such policy shall contain and agreed amount and an inflation guard endorsement, if such can be reasonably obtained, and also construction code endorsements, such as demolition costs endorsement, contingent liability from operation of building laws endorsement and increased cost of construction endorsement. Such policy shall also contain steam boiler and machinery coverage endorsements, if applicable. The insurance policies so purchased shall be purchased by the Association for the use and benefit of individual Owners and their mortgagees. The Association shall issue certificates of insurance to each Owner showing and describing the insurance coverage for the interest of each Owner, and shall develop procedures for the issuance, upon request, of a copy of the policy together with standard mortgagee endorsement clauses to the mortgagees of Owners. To the extent reasonably available, such policy shall waive rights of subrogation against Owners, the Association, and all agents of the Association. The insurance policies purchased by the Association shall also provide, to the extent reasonably available, that the insurance will not be prejudiced by any acts or omissions of Owners that are not under the control of the Association, and that such policies will be primary even if the Owner has other insurance that covers the same loss. The insurance policy shall also provide that any applicable insurance trust agreement will be recognized.

(c) If available at reasonable cost, as determined in the sole discretion of the Board, directors and officers liability insurance shall be purchased in amount determined by the Board. It is presently agreed that coverage in the amount of Two Hundred and Fifty Thousand and No/100 Dollars ($250,000.00) per occurrence would be a reasonable amount of such coverage.

ARTICLE 6

EASEMENTS

6.1 General. The Lots and Common Areas in the Properties subject to this Declaration shall be subject to all easements shown or set forth on the Plat.

6.2 Development and Construction. Developer hereby, declares, grants and reserves for the benefit of Developer, together with the right to grant, assign, and transfer the same to their respective sales agents and/or sales representatives, (a) an easement for construction activities anywhere on the Property, and (b) an easement for sales, marketing and promotional activities, including, without limitation, the installation and maintenance of signs on the Property and for the construction and maintenance on the Property from time to time of a sales and administrative center in which and from which Developer and its authorized sales agents and sales representatives may engage in marketing, sales and promotional activities and related or supportive administrative activities of a commercial nature.

6.3 Emergency. There is hereby reserved, without further assent or permit, a general easement to all policemen and security guards employed by Developer or by the Association, firemen, ambulance personnel, and all similar persons to enter upon the Properties or any portion thereof which is made subject to this Declaration in the performance of their respective duties.

6.4 Utilities. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Plat or by separate instrument, and no structure of any kind shall be erected upon any of said easements. Neither Developer nor any utility company using the easements shall be liable for any damage done by either of them or their successors or assigns, or by their agents, employees or servants to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, from the front Lot line to the rear Lot line to any utility company having an installation in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or public utility company is responsible. Fences shall not be allowed to be constructed over or along any easement for public utilities.

ARTICLE 7

DEVELOPER RIGHTS

7.1 Provisions Inoperative as to Initial Construction; Exemptions for Specified Parties. Nothing contained in this Declaration will be interpreted, construed or applied to prevent Developer or with the prior written consent of Developer so long as Developer owns any portion of the Property, or its or their contractors, subcontractors, agents, and employees (collectively, "Specified Parties"), from doing or performing on all or any part of the Property owned or controlled by Developer whatever is determined to be reasonably necessary or convenient to complete the development of the Community, including, but not limited to, (i) the right to erect,

construct, and maintain such structures and other improvements as may be reasonably necessary or convenient for the conduct of the Specified Parties' business of completing the development, establishing the Property as a residential community and disposing of the same by sale, lease, or otherwise; and (ii) the right to maintain such signs as may be reasonably necessary or convenient in connection with the development or the sale, lease or other transfer of Lots or the sales and marketing activities on the Property.

7.2 **Construction Activities.** All Lot Owners, occupants, and users of Lots are hereby placed on notice that Developer and/or its agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Property. By the acceptance of a deed or other conveyance or leasehold, license, or other interest in a Lot, and/or by using any portion of a Lot or the Property generally, Lot Owners and all residents and visitors to the Property acknowledge, stipulate, and agree: (i) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night, a holiday or otherwise during non-working hours); (iii) that Developer and all of its agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from and/or relating to any breach of this covenant; (iv) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (v) this acknowledgment and agreement is a material inducement to Developer to sell, convey, lease, and/or allow the use of Lots within the Property.

7.3 **Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE COMMUNITY, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.**

7.4 **Access and Control**. Developer and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property more secure than they otherwise might be. **Neither the Association nor Developer shall in any way be considered insurers or guarantors of privacy or safety within the Property. Neither the Association nor Developer shall be held liable for any loss or damage by reason of failure to provide adequate safety or privacy, or ineffectiveness of privacy or safety measures undertaken. All Lot Owners and occupants of any Lot, tenants, guests and invitees of any Lot Owner, as applicable, understand, acknowledge and agree that (i) Developer, the Association, and the officers, directors and supervisors of each of them, are not in any way**

liable for the function or efficacy of any fire protection system, electronic monitoring system or other privacy system, whether or not approved by the Developer or the Architectural Control Committee, and whether or not such systems or equipment was installed according to guidelines established by Developer or the Association, (ii) Developer, the Association, and the officers, directors and supervisors of each of them, do not warrant that any fire protection or electronic monitoring systems or other privacy systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and (iii) that fire protection or electronic monitoring systems or other privacy systems will in all cases provide the detection or protection for which the system is designed or intended. Each Lot Owner and occupant of any Lot, and each tenant, guest and invitee of a Lot Owner, as applicable, acknowledges and understands that each Lot Owner and occupant of any Lot and each tenant, guest and invitee of any Lot Owner assumes all risks for loss or damage to persons, to Lots and to the contents of Homes and further acknowledges that the Association and Developer have made no representations or warranties nor has any Lot Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or electronic monitoring systems or other privacy systems recommended or installed or any privacy measures undertaken within the Property.

7.5 **Natural Conditions.** The Property may contain a number of manmade, natural, and/or environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes, alligators, other reptiles, raccoons, foxes, wild dogs, wild cats, coyotes, birds and other animals, some of which may pose hazards to persons and/or pets coming in contact with them. Each Lot Owner and occupant of any Lot, and every person entering the Property: (a) acknowledges and agrees that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within and/or through the Property; and (b) knowingly and voluntarily assumes all risk of property damage, personal injury and/or death arising from the presence of such plants and wildlife within the Property. Neither the Association, Developer, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, and/or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife within the Property, nor shall they have any liability for any property damage, personal injury and/or death resulting from the presence, movement, and/or propagation of any plant or animal wildlife within or through the Property. The areas described in this Section may also contain ponds, lakes, retention ponds, detention ponds, dry detention areas, intermittent pools of water, muddy areas and/or buffer areas, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Lot Owner or occupant of a Lot shall enter upon, or permit their guests, family members, invitees, agents, tenants, employees, contractors, subcontractors, visitors or any other person acting on that Lot Owner's behalf to enter upon and/or disturb any such areas in any way without the prior written approval of the Association.

7.6 **Flood Zones**. Flood zone determinations are made by the Federal Emergency Management Agency. Developer makes no assurance, with regard to any portion of the Property, that any flood zone designation for a Lot existing as of a particular date will remain the same. Developer further advises that any such flood designation could be changed due to re-grading of the land as a result of the land development process. Each Lot Owner, by virtue of taking title to a Lot, acknowledges and agrees, and shall be deemed to have acknowledged and

agreed, that Developer has no involvement in the determination or designation of flood zone designations for any portion of the Property.

ARTICLE 8

GENERAL PROVISIONS

8.1 Exercise of Powers. Until such time as the Association is formed and its Board of Directors is elected, Developer shall exercise any of the powers, rights, duties, and functions of the Association and/or its Board.

8.2 Duration. The foregoing Restrictions shall be construed as covenants running with the land and shall be binding and effective for fifty (50) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by vote of a majority in interest of the then Owners of the Properties to alter, amend, or revoke the Restrictions in whole or in part. Every purchaser, or subsequent grantee of any interest in the Properties made subject to this Declaration, by acceptance of a deed or other conveyance therefor, agrees that the restrictions set forth in this Declaration may be extended as provided in this paragraph.

8.3 Amendment. So long as the Developer owns any property within Overlook at Aarons Cress, the Developer may amend any provision of this Declaration (including without limitation the addition of new restrictions) without joinder of the Owner of any Lot. Developer also reserves the right to file any amendments that may be necessary to correct clerical or typographical errors in this Declaration, and to make any amendments that may be necessary to conform the Declaration with regulations of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, the Veteran's Administration or other applicable regulations that may be necessary to assure lender approval of the development.

This Declaration may also be amended (including without limitation the addition of new restrictions) by the affirmative vote of at least two-thirds (2/3) of the Owners whose Lots are then subject hereto and the written consent of the Developer if the Developer owns any portion of the Property. No such amendment shall become effective until the instrument evidencing such change has been filed of record. Notwithstanding the foregoing, the Owners of Lots then subject hereto shall have no right to amend any provision affecting the rights of Developer without the prior written consent of Developer.

8.4 Enforcement. In the event of any violation of the provisions of this Declaration, the Bylaws or the rules and regulations of the Association by any Lot Owner (either by the Lot Owner's own conduct or by the conduct of any other Occupant of such Owner's Lot) the Association, or its successors or assigns, or the Board, or its agent, and any Lot Owner(s) shall have each and all of the rights and remedies which may be provided for in 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 Lot Owner and/or others for enforcement of any lien and the appointment of a receiver for the Lot and ownership interest of such 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 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

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 Lot Owner, and shall be added to and deemed part of such Owner's respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of the Lot Owner's respective share of the common expenses, upon the Lot and ownership interest in the Association of such defaulting Lot Owner and upon all of such Owner's additions and improvements thereto and upon all of such Owner's personal property in such Owner's Lot or located elsewhere on the Property, provided, however, that such lien shall subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Lot Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said mortgage or deed of trust owner or holder either takes possession of the Lot, accepts a conveyance of any interest therein (other than as a security) or files suit to foreclose its mortgage or deed of trust. In the event of any such default by any Lot Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Lot Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Association the right, in addition to any other rights provided for in this Declaration; (a) to enter (either peaceably or forcibly without liability to such Lot Owner for such entry) upon the Lot, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Lot Owner for such entry) of such Lot Owner's interest in the Property and to maintain an action for possession of such Lot in the manner provided by law. The Association is also authorized to remove any unauthorized encroachment on the Common Area and charge the responsible party with all costs of removal. In addition to any other remedy to which the Association is entitled, in the event of a breach of any provision of the Governing Documents, the Association shall be entitled to recover from the at-fault party and/or Owner of the Lot where the at-fault party resides or was visiting, all expenses of the Association in connection with its enforcement of the Governing Documents including court costs, reasonable attorneys' fees, and any other fees and expenses and all damages incurred, liquidated or otherwise, together with interest thereon at the rate of ten (10%) percent per annum until paid.

Notwithstanding the foregoing, no judicial or administrative proceeding shall be commenced or prosecuted by the Association, nor shall any legal services be provided with respect to preparing for such judicial or administrative proceedings unless approved by a vote of (a) 75% of the Class A Members eligible to vote, and (b) the Class B Member (if Class B membership has not been terminated). The Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Lot Owners whose interests are being sought to be protected through such litigation in

accordance with the Assessment process provided herein; provided, however, that no funds from General Assessments or other sources may be used for such purpose. Prior to preparation for and institution of legal proceedings, any Assessment levied in such regard must be more than 75% collected. This Section shall not apply, however, to (a) actions brought by the Association against parties other than Developer to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it, or (e) any dispute in which the amount in controversy is $10,000 or less, as adjusted for inflation from year to year. This Section shall not be amended without the written approval of Developer so long as Developer owns any portion of the Property.

8.5 Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

8.6 Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing Restrictions with respect to any Lot, the Developer or its successors reserves the right (by and with the mutual written consent of the Owner or Owners for the time being of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

8.7 Books and Records. During reasonable business hours, the books and records of the Association shall be subject to inspection by any Member upon five (5) days prior notice. The Charter, the Bylaws of the Association, and this Declaration shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

8.8 Conflicts. In the event of any conflict between the provisions of this Declaration and the Bylaws of the Association, the provisions of this Declaration shall control.

8.9 Binding Effect. The provisions of this Declaration shall be binding upon and shall inure to the benefit of the respective legal representatives, successors and assigns of Developer and the present Owners and all persons claiming by, through, or under Developer or the present Owners.

IN WITNESS WHERE OF, Developer has caused this Declaration of Restrictive Covenants to be executed on the day and date first above written.

DEVELOPER

BEAZER HOMES, LLC

By: _____
Dylan Ray, Nashville Division Vice President of Land Development

STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public, Dylan Ray, 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 Nashville Division Vice President of Land Development of Beazer Homes, LLC, a Delaware limited liability company, successor by conversion to Beazer Homes Corp., a Tennessee corporation, and is authorized to execute this instrument on behalf of Beazer Homes, LLC as its Nashville Division Vice President of Land Development.

WITNESS my hand, at office this 18 day of March, **2024**.

_____
Notary Public
My Commission Expires: 10/31/2027

CASEY JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
MY COMM. EXPIRES OCTOBER 31, 2027

EXHIBIT A

Property Description

Being the property described and depicted as Phase 1 of Overlook at Aarons Cress on the plat recorded as Instrument Number 20240315-0017965 with the Register's Office for Davidson County, Tennessee.

Being a part of the same property conveyed to Beazer Homes Corp. by deed recorded as Instrument Number 20220413-0042550 with the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Bylaws of Overlook at Aarons Cress Homeowners Association, Inc.

BYLAWS

OF

OVERLOOK AT AARONS CRESS HOMEOWNERS ASSOCIATION, INC.

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ARTICLE 1: DEFINITIONS

The words defined in the Declaration of Restrictive Covenants for Overlook at Aarons Cress 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 at Beazer Homes, LLC, 501 Corporate Centre Drive, Suite 450, Franklin, Williamson County, Tennessee 37067, and the name of the registered agent of the corporation is Geoff Hart.

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 Lot 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 Overlook at Aarons Cress in consideration of the payment of fees equal to the Assessments payable by a Lot 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. For purposes of these Bylaws, Members who are not in default in the payment of any assessment or other charge duly levied by the Association, and who are not in violation of any other provision of the Declaration, these Association Bylaws or the Rules and Regulations of the Association (the "Governing Documents") are "Members in Good Standing."

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 such other place as the Board may reasonably determine.

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, that the first meeting may (if necessary to comply with federal regulations) be held no later than the

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earlier of the following events: (a) four months after all of the Lots have been sold by the Developer; or (b) five years following conveyance of the first Lot by the Developer. Thereafter, unless otherwise specified in a written notice from the Board of Directors, an annual meeting of the Members of the corporation shall be held during the first quarter of each calendar year on a date and at a time determined by the Board, at which time 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 ten (10%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at all special meetings 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 ten (10%) percent of the percentage values of those votes entitled to be cast at a meeting of the Members and at least ten percent (10%) 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; Written Ballots. Each Member in Good Standing (other than Developer while its Class B Membership exists) shall be entitled to a vote for each Lot owned by such Member. While its Class B Membership exists, the Developer shall have five (5) votes for each Lot owned as stated in the Declaration. 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 Lot in Overlook at Aarons Cress 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.

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The vote of each Member may be cast by such Member in person, by a proxy given by such Member to his duly authorized representative bearing a date not more than eleven months prior to such meeting or by any other means allowable under the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-`101, *et seq*. Proxies shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Lot shall be in the name of two or more persons, 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 in which case the unanimous vote of all such Joint Co-owners 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 be required to cast their vote as Members of the corporation.

Members may also cast votes by written ballot prepared in compliance with the requirements of Tenn. Code Ann. Section 48-57-108.

4.08. Cumulative Voting Not Permitted. Cumulative voting for Directors is prohibited.

4.09 Electronic Communications; Virtual Meetings; Electronic Voting.

(a) Notwithstanding any other provision of these Bylaws or the Declaration to the contrary, the Association, the Board and the Members may cast votes, deliver proxies and communicate on any subject required or permitted by the Bylaws or the Declaration using email or any other electronic means of communication approved in writing by the Board.

(b) Notwithstanding any other provision of these Bylaws or the Declaration to the contrary, a Member or proxy holder may participate in any meeting of Members via conference telephone or other means of multi-way remote communication approved in writing by the Board. In addition, at the sole and absolute discretion of the Board, any meeting of the Members may be conducted wholly or in part via reasonably available audio and/or video technology so long as:

(i) all Members participating in the meeting have reasonable access to such technology;
(ii) the technology affords all persons participating in the meeting the ability to communicate with all other persons participating in the meeting;
(iii) the technology allows the Board to ascertain whether a quorum is present; and
(iv) the technology allows Members to vote and the Board to collect and count votes, and to verify the authenticity of a vote transmitted by electronic means.

(c) The Board may also utilize an online voting system under the following conditions:

(i) Members receive written notice of the opportunity to vote through the online voting system;
(ii) the Board establishes procedures and deadlines for Members to consent, in writing, to online voting; and
(iii) the Board establishes procedures and deadlines for Members to revoke their previous consent to utilize the online voting system

(d) After the Board establishes such procedures, a Member may cast their vote on any issue or item brought up for a vote through an internet-based online voting system if:

(i) the Member consents in writing, to online voting;
(ii) the Association provides each Member with the means to authenticate the Member's identity within the online voting system;
(iii) the Association provides each Member with the means to confirm at least fourteen (14) days prior to the date of the vote or the voting deadline, that the Member is able to successfully utilize the online voting system;
(iv) the online voting system is able to
(1) authenticate the Member's identity;
(2) authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;
(3) transmit a receipt from the online voting system to each Member who casts an electronic vote;
(4) permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies to secret ballots); and
(5) store and keep electronic ballots accessible to election officials for recount, inspection, and review.

(e) A Member voting electronically pursuant to the provisions of these Bylaws shall be counted as present at a meeting for purposes of determining a quorum.

(f) A Member's right to vote by traditional means shall not be abridged by the foregoing provisions regarding electronic and online voting. A Member's consent to online voting shall remain valid until the Member revokes their consent in a writing delivered to the Association.

(g) the Board may adopt reasonable rules and regulations regarding electronic communications, online voting and virtual meetings including without limitation rules for who may participate in meetings, whether meeting participants must connect individually or whether participants may connect in a group of two (2) or more, how participants seek recognition from the floor, how motions are made,

time limits on participants' speaking at the meeting, and the manner in which votes are submitted, counted and/or verified.

ARTICLE 5: DIRECTORS

5.01. Management. The business and affairs of the corporation shall be managed by its Board 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 Association Charter, or these Association 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 Owners, residents, visitors and property within Overlook at Aarons Cress; (b) the power to adopt a system of fines for violation of the governing documents; and (c) the power to cure violations of the Declaration, Rules or Regulations by "self-help" including without limitation the power to tow vehicles within Overlook at Aarons Cress 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 shall consist of three (3) Directors, each of whom shall be a Member of the Association or an employee of the Developer, its subsidiaries or affiliates. The Directors shall be appointed by the Developer until the earlier of (a) the conveyance by the Developer of one hundred percent (100%) of the Lots to Lot Owners (b) April 1, 2033; or (c) when the Developer, in its sole discretion, so determines. Directors shall serve without compensation. After transfer of Association control to the Lot Owners, the Members shall elect five (5) Directors each of whom must be a Member in Good Standing (as defined above). The initial Member-elected Directors 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 Lot 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 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. Any Directorship to be filled by reason of an increase in the number of Directors by amendment to these Bylaws 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, both regular and special within Davidson County, Tennessee, or such other place as the Board may reasonably determine.

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 by unanimous consent of the Directors then elected and serving such time or place shall be changed.

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, by mail, email or such other means of written communication approved by the Board; 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. The Board may remove any member of any committee at any time with or without cause.

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 Overlook at Aarons Cress development as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of Overlook at Aarons Cress which are not by statute required to be performed by the Board of Directors.

5.13 Electronic Communications; Virtual Meetings. Notwithstanding any other provision of these Bylaws or the Declaration to the contrary, the Board may meet, communicate and cast votes on any matter coming before the Board by any electronic means of communication approved by the Board which is reasonably affordable and available to all Directors.

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 the offices of president and secretary shall not be held by the same person.

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. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed 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. Officers of the corporation shall serve without compensation.

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 become 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; he 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 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 or electronic records maintained. The secretary shall also 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.

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

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.01. Reserves. There may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of Overlook at Aarons Cress or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

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. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

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. So long as the Developer owns any lot or other property within the Properties, the Developer may unilaterally amend or repeal these Bylaws without the joinder or approval of any other Member, person or entity. These Bylaws may also be amended or repealed by the affirmative vote of at least two-thirds (2/3) of the percentage values of those votes entitled to be cast by Members qualified to vote. Notwithstanding the foregoing, if so required by applicable and effective 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 Overlook at Aarons Cress, the Lots 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 Overlook at Aarons Cress.

8.10. Rules and Regulations; Fines. The Board, without a vote of the Owners, may adopt reasonable rules and regulations governing the use and occupancy of the Common Area and the Lots. Such rules and regulations shall become effective upon publication to Owners and residents by any reasonable means (or combination thereof) including distribution by mail, or email, posting on the Association's website and/or recordation with the Davidson County Register of Deeds. The Board's rule-making authority shall include the authority to adopt a program for administering leases of Lots and homes within Overlook at Aarons Cress and the authority to charge a fee to each Owner leasing their Lot to defray the expense to the Association of the lease administration program.

The Board shall also have the authority to levy fines against Owners and residents of Overlook at Aarons Cress for violations of the rules and regulations, the Declaration or these Association Bylaws. Fines shall be in amounts to be reasonably determined by the Board, in its sole discretion. The Board may adopt and amend from time to time a schedule of fines which shall be published to Owners and residents by any reasonable means.

CERTIFICATION

I hereby certify that the foregoing Bylaws were adopted by Overlook at Aarons Cress Homeowners Association, Inc. on the 18 day of MARCH, 2024.

President

Certificate of Authenticity

I, Kathryn Harris, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 3-19-24.

Date

Kate Harris

Affiant Signature

3-19-25

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 19th day of March, 2024.

Notary's Signature

My Commission Expires: _____

Date

Notary's Seal (if on paper)

MICAH SPEARS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires
May 9, 2026