

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OAK HIGHLANDS/DEER VALLEY**

September 22, 2020

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EXHIBIT “A” – LEGAL DESCRIPTION FOR PROPERTY

EXHIBIT “B” – CHARTER OF OAK HIGHLANDS/DEER VALLEY HOMEOWNERS ASSOCIATION, INC.

EXHIBIT “C” – BYLAWS OF OAK HIGHLANDS/DEER VALLEY HOMEOWNERS ASSOCIATION, INC.

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OAK HIGHLANDS/DEER VALLEY**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OAK HIGHLANDS/DEER VALLEY (the "A&R Declaration") is made effective as of the _____ day of _____, 2020, by the Oak Highlands/Deer Valley Homeowners Association, Inc., a Tennessee non-profit corporation ("Association").

WITNESSETH:

WHEREAS, The Nashville 50 Joint venture, a Texas joint venture (hereinafter the "Oak Highlands Developer"), previously recorded the Declaration of Restrictive Covenants for Oak Highlands Subdivision of record in Book 7350, Page 24, Davidson County Register of Deeds Office, Nashville, Tennessee (the "Original Oak Highlands Declaration"), which established certain covenants, restrictions and easements over the Property, as defined therein; the Original Declaration was amended pursuant to First Amendment to Declaration of Restrictive Covenants for Oak Highlands, dated October 23, 1992 (the "First Amendment to Oak Highlands Declaration") of record in Book 8765, Page 77, Davidson County Register of Deeds Office, Nashville, Tennessee; and

WHEREAS, Pine Oaks Properties Two, G.O., a Tennessee General Partnership, (hereinafter the "Pine Oaks Developer"), previously recorded the Declaration of Restrictive Covenants for Deer Valley Subdivision, a Planned Unit Development of record in Instrument 20021212-0153693, Davidson County Register of Deeds Office, Nashville, Tennessee (the "Original Deer Valley Declaration"), which established certain covenants, restrictions and easements over the Property, as defined therein; (The Original Deer Valley Declaration together with the Original Oak Highlands Declaration and First Amendment to Oak Highlands Declaration may be collectively referred to herein as the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 3 of the Oak Highlands Declaration, the Oak Highlands Declaration may be amended by written consent of at least 75% of the Lot Owners of the Oak Highlands Subdivision; and

WHEREAS, pursuant to Article XIII, Section 3 of the Deer Valley Declaration, the Deer Valley Declaration may be amended by written consent of at least 75% of the Lot Owners of the Deer Valley Subdivision; and

WHEREAS, the Secretary of the Association has certified that the requisite number of votes necessary to amend the Declaration has been obtained; and

NOW, THEREFORE, the Declaration is hereby amended and restated to be read, in its entirety, as follows:

Article I
Definitions

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Areas, together with those areas, if any, which by the terms of this Declaration or by contract become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located

on the Subdivision, or any public rights-of-way within or adjacent to the Subdivision, may be part of the Area of Common Responsibility.

Section 2. "Assessments" shall mean and refer to any Assessments levied upon the Lots pursuant to the terms and provisions herein, including the Base Assessments and any Special Assessments.

Section 3. "Association" shall mean and refer to Oak Highlands/Deer Valley Homeowners Association, Inc., a Tennessee non-profit corporation, and its successors and assigns.

Section 4. "Base Assessment" shall mean and refer to Assessments levied against all Lots in the Subdivision to fund Common Expenses.

Section 5. "Board" or "Board of Directors" shall be the elected governing body of the Association having its normal meaning under Tennessee corporate law.

Section 6. "Bylaws" shall mean and refer to the Bylaws of Oak Highlands/Deer Valley Homeowners Association, Inc., attached hereto as Exhibit "C" and incorporated herein by reference, as they may be amended from time to time.

Section 7. "Charter" shall mean and refer to the Charter of Oak Highlands/Deer Valley Homeowners Association, Inc., as filed with the Secretary of State of the State of Tennessee. A copy of the Charter of the Association is attached hereto as Exhibit "B".

Section 8. "Common Area(s)" shall mean all real and personal property, including the Properties, but excluding Residential Lots (as defined below), components thereof and easements appurtenant thereto, now or hereafter owned by the Association for common use and enjoyment of the Owners, including, but not limited to, drainage facilities, open spaces, community walking trails, recreational facilities, or other common amenities (if any) and all related facilities, fences, structures, sidewalks, signs, lights, common utilities, and other improvements and elements (other than the Lots) desirable or rationally of common use or necessary to the existence, upkeep and safety of the Subdivision.

Section 9. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Areas, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Charter of the Association.

Section 10. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Subdivision. Such standard may be more specifically determined by the Board of Directors and the EARC (as defined in Article XI).

Section 11. "Documents" shall mean and refer to this Declaration, any exhibits or supplements thereto, including the Bylaws and Charter of the Association, as well as the rules and regulations adopted by the Association, all of which as may be amended and/or supplemented from time to time.

Section 12. "Member" shall mean and refer to a Person or entity entitled to membership in the Association, as provided herein.

Section 13. "Mortgage" shall mean and refer to a first lien Mortgage, a deed of trust, a deed to secure debt, or any other form of security deed encumbering one (1) or more Lots.

Section 14. "Mortgagee" shall mean and refer to any Person that is an institutional lender and that

holds a bona fide Mortgage encumbering a Lot, which has notified the Association, in writing, of its name and address, and that it holds a Mortgage with respect to a Lot(s). The term “institutional lender” specifically includes a bank, savings and loan association, a Mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

Section 15. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 16. "Owner" shall mean and refer to one (1) or more Persons or entities who holds fee simple title to any Residential Lot which is part of the Subdivision, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Lot is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 17. "Person" means a natural person, a corporation, a limited liability company, a partnership, a trustee, a fiduciary or other legal entity.

Section 18. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 19. "Residential Lot" or "Lot" shall mean a portion of the Subdivision, whether developed or undeveloped, intended for the development, use, and occupancy as a single-family residence. The term shall include all portions of the Lot owned, including any structure thereon. A Residential Lot shall include all easement rights appurtenant to such Lot as set forth herein or as shown on the final subdivision plat for the respective phase or section of Oak Highlands/Deer Valley (the "Plat").

Section 20. "Residential Unit" or "Unit" shall mean and refer to improvements situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

Section 21. "Special Assessments" shall mean and refer to Assessments levied in accordance with Article X, Section 3 of this Declaration.

Section 22. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Article II Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right C to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot shall be deemed to have delegated all such rights of enjoyment to the Owner's lessee.

Article III Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation, limited liability company, or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the Bylaws.

Section 2. Voting. Every Owner, as defined in Article I, shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Lot. In any situation in which more than one (1) Person holds the interest in a Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

Article IV Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair, order, and condition (including exterior surfaces and landscaping) the Common Areas and all improvements, furnishings, equipment and other personal property of the Association, as further described in Article IX, Section 1 herein, with such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. Maintenance may also include such portions of any additional property included within the Subdivision as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Lots as part of the Base Assessment.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association shall not be liable for any damage, including personal injury or property damage, caused by or stemming from the Association's failure to maintain or repair, or properly maintain or repair, any item for which it has the maintenance and or repair obligation as set forth herein.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Lot, as well as the Residential Unit and all other structures or improvements thereon, including exterior surfaces of the residence, driveway, mailbox, fences, lawns, landscaping, walks, patios, decks and other improvements located on the Lot in a manner consistent with the Community-Wide Standard and all applicable provisions of the Documents.

If any Owner fails properly to perform his or her maintenance responsibility as provided under this Section 2, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof, in accordance with Article X, Section 4 of this Declaration, which Assessment shall be a lien against said Lot and Owner; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. The Board may alternatively enforce this Section through reasonable monetary fines against the Owner or Lot and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

Article V
Insurance and Casualty Losses

Section 1. Insurance. Casualty Insurance on Insurable Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses in the Common Assessments made by the Association.

Section 2. Personal Liability. No member of the Board or any committee of the Association, or any Officer of the Association, or the Developer, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Developer, or any committee, or any Officer of the Association, or the Developer, provided that such Person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized Agent shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

(c) Notwithstanding any provision in the Documents to the contrary, if the damage or destruction to the Common Area is to be repaired or reconstructed, and such insurance proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common

Area shall be retained by and for the benefit of the Association. In the event no repair or reconstruction is made to any portion of the Common Area, any proceeds remaining shall be retained by and for the benefit of the Association.

Article VI
No Partition

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Subdivision or any part thereof seek any judicial partition unless the Subdivision has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Association vote) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article VIII
Annexation of Additional Property

Section 1. Annexation With Approval of Lot Owners. Subject to the consent of the Owner thereof, the Association, may annex real property other than that described on Exhibit "A" to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members representing a majority of the Lot Owners votes of the Association present at a meeting duly called for such purpose.

Annexation shall be accomplished by filing of record in the Davidson County Register of Deeds Office, Nashville, Tennessee, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 1 and to ascertain the presence of a quorum at such meeting.

Section 2. Acquisition of Additional Common Area. The Association may acquire additional real estate, improved or unimproved, annexed to, and located within, the Subdivision which upon acquiring to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Article IX
Rights and Obligations of the Association

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Water and Other Utilities in Common Areas Only. The Association shall be responsible for acquiring, providing, and/or paying for, water, sewerage, garbage disposal, electrical, telephone, gas and other necessary utility services for the Common Areas and all utility services to enable the Association to maintain the Area of Common Responsibility.

Section 3. Taxes and Assessments. The Association shall be responsible for paying all real and personal property taxes and Assessments separately levied upon or assessed against the Association and/or of the property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided that they are paid or a bond in an amount at least equal such taxes and Assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or Assessments.

Section 4. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 5. Enforcement in General.

(a) Enforcement of the standards as specified in this Declaration may be by any proceedings at law or in equity against any Person or Persons violating or attempting or threatening to violate a covenant or restriction, either to restrain a violation or to recover damages. In addition, the Association may establish monetary fines as well as suspend voting rights and usage of the Common Areas for any violations of the restrictions and provisions set forth in the Documents. Any failure by the Association or Owner to enforce any restriction or other provisions herein contained shall in no event be deemed a waiver of the rights to do so thereafter nor constitute an acquiescence in or an estoppel against enforcing any, actual or future, breaches or violations of these covenants and restrictions.

(b) In the event any cost or expenses, including attorneys' fees and any costs of litigation, are incurred by the Association in connection with the action to correct or abate any violation or breach of the provisions hereof, the Owner or occupant of a Unit located upon such Owner's Lot shall pay any such costs or expenses, and provided that reasonable notice to the Owner of the subject Lot(s) has been given, such cost and expenses shall be a lien against the Lot(s) of such Owner and such charges shall be subject to the provisions for lien rights and collection as specified in Section 6 below. No such cost or expenses shall be a lien when the nonexistence of a violation or breach hereof has been established by a court of competent jurisdiction.

Section 6. Covenant and Creation of the Lien of Personal Obligation for Court Ordered Violation in Section 5. Each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed as the conveyance shall be deemed to covenant and agree, to pay any court ordered violation cost and other costs or expenses incurred in Section 5 above, together with such interest thereon and cost of collection thereof, including attorneys' fees, as provided herein, and shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such obligation is made. It shall also be the personal obligation of each Person who was an Owner of such property at the time of the violation.

Section 7. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Subdivision, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include monetary fines, which if unpaid, shall constitute a lien on such Owner's Lot subject to enforcement as provided under Article X hereunder, as well as suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Such rules and regulations, as amended, shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Members representing a Majority of the total Lot Owners votes in the Association.

The Association, acting through the Board by contract or other agreement, shall have the right to permit the Metropolitan Government of Nashville and Davidson County, Tennessee, to enforce ordinances on the Subdivision for the benefit of the Association and its Members.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege, including, but not limited to:

- (a) Imposing monetary fines and suspending use and voting privileges;
- (b) Granting permits and licenses, utility easements and other easements, permits or licenses under, through or over the Common Areas;
- (c) Sell, transfer or convey portions of the Common Area, but only upon approval of two-thirds (2/3) of the total eligible votes of the Association.

Article X Assessments

Section 1. Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. There shall be two (2) types of Assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association as described in Section 2 below; and (b) Special Assessments as described in Section 3 below.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquents, including Owners delinquent in the payment of fines imposed in accordance with Article IX, Section 5 of this Declaration as well as Article III, Part C, Section 6 of the Bylaws. Unless the Board

otherwise provides, the Base Assessment shall be paid in monthly installments.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Base Assessments; Computation. Base Assessments shall be levied equally on all Lots, except as otherwise provided under Section 9 below with respect to Common Area. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Base Assessment to be levied for the coming year against each Lot subject to Assessment shall be computed by dividing the budgeted Common Expenses by the total number of Lots subject to Assessment as of sixty (60) days before the end of the current fiscal year. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective unless disapproved at a meeting of the Members by the vote of Members representing at least a majority of the total votes in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article II, Section 3, of the Bylaws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Special Assessments. In addition to the other Assessments authorized in this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, however, that such Assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51) percent of the total vote in the Association. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Board may also levy a Special Assessment against any Member, without the necessity of a vote of the Members, to reimburse the Association for costs incurred in bringing a Member and his Lot into compliance with the provisions of this Declaration, any amendments thereto, the Charter, the Bylaws, and the Association rules, and to pay the deductible provided in Article V, Section 1 of this Declaration, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 4. Lien for Assessments; Power of Sale to Enforce Lien.

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Areas and the Limited Common Areas, the assumption of the obligations of Owners set forth

in this Declaration by grantees as required hereunder, the receipt of which is hereby acknowledged, and to secure the payment of Assessments, interest, late charges and attorneys' fees as provided herein (hereinafter collectively referred to as the "Secured Charges"), a lien is expressly retained in favor of the Association on each and every Owner's Lot and pro rata interest in the Common Areas.

(b) For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of One Dollar (\$1.00) paid in cash, receipt of which is acknowledged, the Owners, their respective heirs, successors, administrators, and assigns (hereinafter sometimes referred to, collectively, as "Trustors" and individually as "Trustor") hereby transfer and convey unto an attorney of the Board's choosing, of Davidson County, Tennessee, his successors and assigns, their respective Lots with the appurtenances, estates, titles and interests thereto belonging, upon the uses and trusts set forth in this Section 4.

(c) Each Trustor agrees (i) to pay the Secured Charges attributable to such Trustor's Lot when due, as provided in this Declaration; (ii) to pay, discharge, or remove, any and all liens (except a first Mortgage or deed of trust) which may be hereafter placed against its Lot and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (iii) to comply with all of the terms and conditions of the Documents; and (iv) to pay upon demand of Trustee or the Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors or the Association to enforce any provision of this Declaration and Bylaws or any rule and regulation of the Association. If any Trustor fails to do any of these things, then Trustee or the Association may do any or all of those things, and the amounts so paid shall bear interest at the highest rate allowed under applicable law in effect from time to time from the date of payment and shall become a part of the Secured Charges secured hereby.

(d) If the Secured Charges with respect to any Lot are not paid promptly when due, then the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Lot at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower and all exemptions of every kind, all of which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of the Lot, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

- (1) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing the lien herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;
- (2) Second, to the payment of all taxes which are due but unpaid with respect to such Lot;
- (3) Third, to the payment of all unpaid Secured Charges with respect to such Lot;
- (4) Fourth, the residue, if any, will be paid to the Owner of such Lot, its order, representatives or assigns;

(e) The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, Mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessment shall be assessed or levied on it; and (iii) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

(f) In the case of the death, absence, inability, or refusal to act of the Trustee, or if the Board so decides in its sole discretion, at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Davidson County Register of Deeds Office, Nashville, Tennessee, and the title and rights herein conveyed to the above named Trustee shall be vested in said successor.

Section 5. Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the Base Assessment and distributed with the budget, as provided in Section 2 of this Article.

Section 6. Date of Commencement of Assessments & Effect of Nonpayment of Assessments.

(a) Except as otherwise agreed to in writing by the Association, the Assessments provided for herein shall commence as to all Lots upon conveyance of the first Lot to an Owner. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first Assessments levied by the Association shall be adjudged according to the number of days remaining in the fiscal year at the time Assessments commence on the Lot.

(b) All Assessments, together with interest at a rate not to exceed ten percent (10%) or the highest rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees (including post-judgment attorneys' fees from a prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. No first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to acquisition of title, unless otherwise provided under applicable laws.

(c) The Association shall, within a reasonable time upon written request, furnish to any Owner, Mortgagee or Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, a certificate in writing signed by an Officer or the Managing Agent of the Association, setting forth the amount of Assessments due and unpaid, including any late charges, interest, fines or other charges against a Lot, if any. Such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Section 7. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Tennessee law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage, or by a deed in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

Section 8. Capitalization of Association; Working Capital Fund. In conjunction with the acquisition of record title to a Lot by the purchaser thereof a one-time contribution shall be made by or on behalf of the purchaser at the closing of the purchase of the Lot to the working capital of the Association in an amount as determined in the Board's discretion, but in any event, shall not be greater than an amount that is equal to twice the annual Base Assessment per Lot as determined by the Board for the year in which the respective closing occurs. This amount shall not be considered an advance payment on the Base Assessment and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use to cover capital and operating expenses, capital repairs or improvements, and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

Section 9. Exempt Property. Notwithstanding anything to the contrary herein, all Common Area and property dedicated or otherwise conveyed to and accepted by any governmental authority or public entity, shall be exempt from payment of Assessments.

Section 10. Transfer Fees. In conjunction with the acquisition of record title to a Lot by the purchaser thereof, a reasonable one-time contribution shall be made by or on behalf of the purchaser at the closing of the purchase of the Lot to the management company or Association, as applicable, to cover certain administrative costs related to establishing the new Owner's account with the Association.

Article XI Exterior Alteration Standards

No Owner, occupant of an Owner's Lot, or any other Person, may: (i) make any exterior change, alteration, modification, or construction on a Lot; (ii) erect, place or post any thing or object which may affect the appearance of a Lot; or (iii) change the grade or slope of a Lot without first obtaining the written approval of the Exterior Alteration Review Committee ("EARC"). The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the EARC established in Section 1 of this Article XI.

Section 1. Exterior Alteration Review Committee. The EARC shall have exclusive jurisdiction over all original construction on any portion of the Subdivision as well as modifications, additions, or alterations made on or to existing Lots or structures and improvements thereon, as well as the Common Areas. The EARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures (the "Exterior Alteration Guidelines"). Copies shall be available from the EARC for review. The Exterior Alteration Guidelines shall be those of the Association, and the EARC shall have sole and full authority to prepare and to amend the Exterior Alteration Guidelines, which shall be consistent with the specific guidelines set forth in Section 2 below. Any amendments to the Exterior Alteration Guidelines shall be prospective only and shall not apply to require modifications

to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Exterior Alteration Guidelines and the EARC is expressly authorized to amend the Exterior Alteration Guidelines to remove requirements previously imposed or otherwise to make the Exterior Alteration Guidelines less restrictive. A copy of the Exterior Alteration Guidelines, as well as any amendment, supplement, or modification thereto, shall be provided to all Owners and developers who seek to engage in development of or construction upon all or any portion of the Subdivision, and such Owners and developers shall conduct their operations strictly in accordance therewith. The Exterior Alteration Guidelines, if promulgated and adopted, are intended to provide guidance to Owners regarding matters of particular concern to the EARC in considering applications hereunder, but shall not be the exclusive basis for decisions of the EARC, and compliance with the Exterior Alteration Guidelines does not guarantee approval of any application. Notwithstanding the foregoing, the Exterior Alteration Guidelines must be consistent with the requirements set by the Metropolitan Government of Nashville and Davidson County, Tennessee, or other applicable governmental authority.

The Board of Directors shall appoint the members of the EARC.

In addition to the foregoing, plans and specifications showing the nature, kind, shape, color, size, materials, and location of any initial construction, modifications, additions, or alterations for all improvements on the Lots, including, but not limited to, any structure, building, fence, wall, driveway, path, or landscaping shall be submitted, prior to any construction, to the EARC for its written approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Prior to the formation of the EARC, such approval shall be granted by the Board of Directors and any approval granted by the Board of Directors shall be binding on the Association. The Board, the EARC, or the Association may establish a reasonable processing and review fee related to the consideration of any submitted Exterior Alteration Review applications. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the residence located upon such Owner's Lot, or to paint the interior of such Owner's residence any color desired. In the event that the EARC fails to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved, unless such construction, modification or improvement otherwise is in violation of this Declaration, the Bylaws, the Exterior Alteration Guidelines, the Association's rules and regulations, or applicable zoning ordinances.

The EARC shall be the sole arbiter of the application and may withhold approval for non-arbitrary reasons, including purely aesthetic considerations. The Association, acting through the Board shall be entitled to stop any construction or modification which is not in conformance with approved plans. In the event that the EARC disapproves any application or part thereof, an Owner shall have the right to appeal the EARC's decision to the Board of Directors, in writing by certified mail. Said notice of appeal must be received by the Board within fourteen (14) days from the date of the EARC's notice to Owner of its decision, otherwise the decision of the EARC shall be final. The Board shall rule on the appeal with thirty (30) days of receiving written notice requesting an appeal from the Owner; and all decisions of the Board shall be final.

Neither the Board nor the EARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the EARC or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot, nor may any action be brought against the Association, the Board, the EARC, or any member thereof, for any such injury, damage or loss.

Section 2. No Waiver of Future Approvals. The approval of the EARC of any proposals or plans and

specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever, subsequently or additionally submitted for approval or consent.

Section 3. Variance. The EARC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 4. Enforcement of Exterior Alteration Standards. Any construction, alteration, or other work done in violation of this Article, this Declaration, the Bylaws, the design standards or any applicable zoning ordinances, codes, or regulations shall be deemed non-conforming, and upon written request from the Board, such non-conforming construction, alteration, or other work shall be removed at the sole expense of the Owner and the Lot shall be restored to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to other remedies provided under Article IX of this Declaration as well as the rules and regulations of the Association, to enter the Lot and remove the violation and restore the Lot, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot, regardless of whether or not litigation is filed. The remedies under this Section 4 shall be in addition to, and not in substitution for, any other remedies provided under the Documents, or at law or in equity.

Section 5. Fences & Retaining Walls. No chain link or wire mesh fence shall be erected or placed on any Lot. (This prohibition shall not apply to chain link fences erected and completed prior to October 17, 1992.) All fencing must be approved, in writing, by the Board or its designated committee. Boundary walls for individual Lots may be erected, provided that the Association approves the same. No fence or walls, other than retaining walls, may be constructed along the street on the front of any Lot unless approved by the Association. No retaining wall shall extend to a height greater than five (5) feet above the earth being retaining and no boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than eight (8) feet from ground level except with the consent of the adjoining Lot Owners and the Association. All boundary and retaining walls must be of brick, concrete slab, stone, stucco, wrought iron, or other materials as approved by the Association.

Section 6. Mailboxes. No mailbox shall be placed on any Lot unless its design and placement or are approved in writing by the Board of Directors, its appointed Exterior Alteration Committee, or by any Person or association to whom the Board may assign the right. Failure to obtain written approval prior to installation could result in the Owner being required to replace the mailbox, at Owner expense, with a mailbox that is in keeping with the look and feel of the rest of the Subdivision.

Section 7. Setbacks. No building or structure, or any part thereof, shall be located on any Lot nearer to any Lot line than the minimum building setback lines shown on the recorded plat, for said respective Lot. All Lots shall provide the minimum side yard required by the Planning Commission of the Metropolitan Government of Nashville and Davidson County, Tennessee. Provided however, that no part of any building shall be located closer than five feet (5') to the side yard on any Lots unless approved in writing by the Board of Directors of the Oak Highlands/Deer Valley Homeowners Association.

Article XII

Use Restrictions

Section 1. Amenities. Any amenities including, but not limited to parks, playground equipment, walking trails, recreational facilities, provided by the Association or erected within the Subdivision, if any, shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. The Board may promulgate additional rules and regulations governing the use of such amenities.

Section 2. Animals and Pets. No animals of any kind, including but not limited to, rodents, livestock, birds, reptiles, fish or poultry, shall be raised, bred, or kept in or on any portion of the Subdivision, except dogs, cats, or other usual and common household pets may be permitted with respect to each Lot. Pets are not permitted to roam free, and in the sole discretion of the Association, any pets which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the Subdivision may be removed in accordance with applicable state and/or local laws, statutes, codes, ordinances, and regulations. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times, whenever they are outside the resident's Lot, be confined on a leash held by and under the physical control of a responsible Person. Local laws governing leashing, control, etc., of animals shall apply to the residents of Oak Highlands/Deer Valley. Homeowners shall be responsible to clean-up after their pet when outside of their owner's Lot. Any Owner or occupant who keeps or allows any pet on a portion of the Subdivision shall be deemed to have indemnified and agreed to hold the Association, its Directors, Officers, and Agents free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping, maintaining, or allowing such pet within the Subdivision. No wild animals shall be permitted. Slaughtering of animals within the Subdivision is prohibited.

Section 3. Antennas and Satellite Dishes. All television antennas, 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 multi-channel multipoint distribution (wireless cable) may not be affixed to any portion of the Common Areas. Antennas must be attached to and located behind the rear wall of the main residential structure. No antenna may be erected on a wooden pole. Any deviation from this policy must be approved in advance by the Board of Directors. To the extent that any of the foregoing provisions of this Declaration or provisions of the rules and regulations adopted by the Board with respect to satellite dishes and antennas is not permitted under the Federal Communications Commission ("FCC") rules and regulations, the remaining portion of this Section 14 shall survive independently to the extent permissible under the FCC rules and regulations.

Section 4. Basketball Goals. Portable basketball hoops, backboards and poles will be allowed under the following conditions. (1) the portable basketball hoop, backboard and pole must be taken down and stored out of sight when not in actual use; (2) the portable basketball hoop, backboard and pole cannot remain up overnight and must be stored out of sight; (3) the above mentioned basketball equipment can be used between the hours of eight (8) a.m. and ten (10) p.m. only; and (4) the portable basketball equipment must be set up and used as far away as feasibly possible from the Residential Units located on adjacent Lots. Permanent basketball goals shall not be permitted to be installed upon any Lot within the Subdivision, unless prior written approval has been obtained from the EARC.

Section 5. Clotheslines: No outside clotheslines shall be erected or placed on any Lot or maintained upon any portion of the Subdivision.

Section 6. Common Area Conduct, No Dumping, No Alterations.

(a) Common Area Conduct: The Association is authorized to adopt rules for the use of the

Common Area and such rules shall be posted at the recreational Common Areas. Violations of the posted rules can result in the suspension of the Lot Owner's rights to use the recreational facilities.

(b) No Dumping in Common Area: No Person may dump, discard or deposit any garbage, refuse, rubbish, debris, building materials, waste material, sewage, toxic chemicals, motor oil, grass clippings, leaves, bushes, limbs, straw or the like in any portion of the Common Area, or immediately adjacent to, the water drainage ditches that run through the Subdivision. Violation of this Rule shall subject the Lot Owner to a fine. In addition to the fine, the Person and Lot Owner shall be responsible for all actual damages caused by the dumping, including all costs of clean-up and removal of the material dumped and any restorative measures necessary to return the Common Area to its original condition.

(c) No Alteration of Common Area or Drainage Ditches: Lot Owners shall make no alterations to any portion of the Common Area, or any drainage ditches on, or immediately adjacent to, their own Lot. Unauthorized alterations made to the Common Areas or drainage ditches will result in fines, penalties and fees to cover all necessary costs and expenses to restore the Common Area to its original condition, including but, not limited to management fees, court costs and legal fees.

Section 7. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited upon or within the Subdivision.

Section 8. Garbage Cans, Recycle Containers, and Incinerators. No garbage cans, trash receptacles or recycle containers may be stored in front of the house and/or garage. They may be stored in the garage or in a manner so as to be concealed from view of the street, except that garbage cans, other trash receptacles and recycle containers may be placed at curbside on days designated for trash and recyclables pick-up for that particular Lot. All rubbish, trash, garbage and recyclables shall be regularly removed from the Subdivision and shall not be allowed to accumulate thereon. Incinerators are strictly prohibited.

Section 9. Garage Sales. Garage sales are permitted. All garage sale signs must be removed immediately upon completion of the garage sale. The Board may additionally permit Subdivision garage sale or yard sale days.

Section 10. Garages and Garage Doors. Garage doors shall remain closed at all times, except for necessary use, entry, and exit. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is possible.

Section 11. Governmental Laws and Nuisance. No portion of the Subdivision shall be used, in whole or in part, in violation of any applicable local, state, or federal laws, statutes, regulations, codes, or ordinances ("Governmental Laws"). In the event that any provision of applicable Governmental Laws conflicts with the provisions of this Declaration, the more restrictive provision shall apply.

No portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Moreover, no substance, thing, or material shall be kept upon any portion of the Subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or

offensive activity shall be carried out on upon any portion of the Subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any portion of the Subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Subdivision.

Section 12. Guns and Other Projectile Equipment. The discharge of firearms within the Subdivision is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types. Also prohibited within the Subdivision is the outside use of potentially dangerous projectile equipment including, but not limited to, slingshots, archery equipment, crossbows, spear fishing gear and harpoons.

Section 13. Land Use. No Lot shall be used except for private single -family residential purposes. No structure shall be erected, placed, or altered or permitted to remain on any Lot except one single-family dwelling designed for the occupancy of one family, not to exceed two and one-half stories in height (or thirty-five feet, 35') which shall contain an attached private garage.

Section 14. Lawful Use. No offensive or unlawful use shall be made of the Common Area and Lots and Residential Units, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 15. Leasing.

(a) Definition. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a residence located upon a Lot by any Person or Persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

b) General. Leasing of a Lot is not permitted for Lots purchased or transferred after the adoption of the leasing restrictions in this Section 17. Lot residences may not be rented in their entirety, fraction or portion thereof. There shall be no subleasing of residences or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in any residence. No Owner or Owners of any Lot shall permit use of the same for transient, hotel or short-term rental purposes.

c) Temporary Hardship Waivers. Temporary hardship waivers may be granted by the Board of Directors. To qualify for a hardship waiver, the Owner applying must demonstrate actual "hardness of fate or circumstance; severe toil; suffering; or extreme privation" as a result of the leasing restrictions in this Section 17. Lack of knowledge of the leasing restrictions due to failure to review the governing Documents prior to purchase or transfer is not grounds for granting a hardship waiver. Hardship applications must be made in writing to the Board and set out the reasons for why the waiver should be made and whether the Owner wants a hearing. If the Owner requests a hearing, the Board will hear the Owner within 60 days after the written application is received and give the Owner a written decision within 2 weeks of the hearing. If the Owner does not request a hearing, the Board will provide the Owner with a written decision within 60 days.

Temporary hardship waivers are only valid for one year, on condition that the Owner either sell or move back into the Lot at the end of the one-year period. Any extension of the temporary hardship waiver beyond the one-year period requires the Owner to submit the extension request in writing to the Board and set out the reasons why an extension should be made. The Board will review the request and

provide the Owner with a written decision within 60 days. Only cases of extreme, unforeseen, unavoidable hardship will be granted a one-year extension to a temporary hardship waiver, on condition that the Owner either sell or move back into the Lot at the end of the one-year extension period.

d) Grandfathered Lots. Lots with recorded instruments transferring title to a Lot Owner prior to the adoption of the leasing restrictions in this Section 17, may continue to lease the Lot for a minimum duration of twelve (12) months, until the Lot is sold, or transferred. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Documents. The Association, or Managing Agent of the Association, may charge the Owner a reasonable review and processing fee with respect to the lease submitted under this subsection.

Every Owner shall cause all occupants of his or her residence to comply with the Documents, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a residence are fully liable and may be sanctioned for any violation of the Documents.

Section 16. Lighting. All exterior lights must be approved in accordance with Article XI of this Declaration. No flood or eave lights shall be installed in such a manner that would directly shine outward toward any adjacent property.

Section 17. Occupants Bound. All provisions of the Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot Owner.

Section 18. Oil and Mining Operations. No oil drilling, oil development, operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon, in or under any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under 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.

Section 19. Parking and Vehicles.

(a) Boats, jet-skis, RVs, trailers, panel trucks, transit vans, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped Persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "cars" or "passenger vehicle" classification by the Tennessee Department of Safety and Homeland Security), recreational vehicles (including, without limitation, RVs, motor homes, and campers), are prohibited from being parked upon any portion of the Subdivision property. Boats, jet skis, trailers and other small, recreational vehicles may be parked inside the garage, so long as the vehicle is not visible from the street.

(b) No Owner or occupant shall keep more than the maximum number of motor vehicles parked in said Owner's driveway at any time for which the driveway was designed to hold. All other vehicles must be parked in garages or on a public street or designated right-of-way. Vehicles shall not be parked on any lawn or yard of a Lot or Common Area. There may also be designated parking spaces located within the Subdivision, which shall be utilized for guest parking. Parking upon any public street or dedicated right-of-way of the Subdivision shall be in compliance with applicable laws, ordinances, codes, and regulations of the Metropolitan Government of Nashville and Davidson County, Tennessee. The Board may also adopt reasonable rules and regulations regarding parking within the Subdivision, which shall be in compliance with this section.

Inoperable vehicles and vehicles without a current license tag may not be parked in the Subdivision. In addition, no vehicle may be parked upon or within any portion of the Subdivision for a period of thirty (30) consecutive days or more without being driven during said period, unless prior written permission has been obtained from the Board of the Association.

If any vehicle is parked on any portion of the Subdivision property in violation of this section or in violation of the Association's rules and regulations, Metro Codes, or statutes and laws of the Metropolitan Government of Nashville and Davidson County, Tennessee, a Board Member or other Agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or other Agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is illegally parked in a designated "No Parking" zone, is blocking access to another resident's Lot, is obstructing the flow of traffic, or otherwise creates a hazardous condition or is an obstruction to the safety or health of other persons on the Subdivision property, no notice shall be required and the Board or Agent of the Association may have the vehicle towed immediately. If a vehicle is towed or booted in accordance with this subsection or if a vehicle is seized or towed by any other Person that is not an employee or Agent of the Association, then neither the Association nor any Officer or Agent of the Association shall be liable to any Person for any claim of damage as a result of the seizure or towing activity. Also, the Association, and its Officers or Agents, shall not be liable for any vehicle that is stolen or otherwise unlawfully removed from property within the Subdivision by a third party. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions under the rules and regulations or remedies at law or in equity, rather than exercise its authority to tow or boot.

(c) No vehicles of any type shall be permanently or semi-permanently parked on the Properties or in the vicinity of any Residential Unit or in the Common Area for purposes of accomplishing repairs, or maintenance thereto, or the reconstruction thereof except as permitted by the Rules and Regulations adopted by the Association. The repair, maintenance, or reconstruction of personal vehicles may only take place inside the Owner's garage, so long as no vehicle fluids are improperly disposed of. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being operated.

Section 20. Playground Equipment. All playground equipment located upon the Lots, including but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be maintained in good condition, constructed of natural wood, and finished with a natural wood exterior surface, and shall be approved by the EARC prior to installation. No painted wood finish, predominately plastic or metal structures shall be allowed, unless an exception is granted by the EARC. Any allowable playground equipment must be hidden as much as possible from the street view and from the view of adjoining Owners.

Section 21. Residential Use Only. Each Lot shall be used for residential purposes only and no trade or business may be conducted in or from any Lot located within Oak Highlands/Deer Valley, except that an Owner, or lessee or other occupant of a residence, may conduct business activities within the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the

Subdivision; (c) the business activity does not involve persons coming onto the Subdivision who do not reside in the Subdivision or door-to-door solicitation of residents of the Subdivision, provided however, this provision shall not preclude delivery of materials or items by U S Postal delivery or by other customary parcel delivery services (UPS, Fed Ex, etc.); and (d) the business activity is consistent with the residential character of the Subdivision and does not increase traffic, does not increase insurance premiums paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage, and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

Section 22. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 23. Signs and Flagpoles. No sign of any kind shall be erected or placed within the Subdivision without the written consent of the Board of Directors, except that an Owner may place one (1) sign on such Owner's Lot advertising the sale thereof. Notwithstanding the foregoing, the Board of Directors shall have the right to erect signs as it, in its sole discretion, deems appropriate. No flagpoles shall be erected on any Lot. To the extent that any of the foregoing provisions of this Section 1, provisions of the Exterior Alteration Guidelines adopted by the EARC, or rules and regulations adopted by the Board with respect to flagpoles is not permitted under the "Freedom to Display the American Flag Act of 2005" as codified under 4 U.S.C. § 5 (Executive Order 10834, Section 3), as amended, or any other applicable federal, state, or local laws, such provisions of the applicable Documents shall be interpreted so as to be in compliance with such applicable laws.

Section 24. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of (a) the Board of Directors of the Association, and (b) the local governmental authorities. Any such division, boundary line change, or replatting shall not be in violation of the applicable Subdivision and zoning regulations. Moreover, any two or more Lots that are combined into one or more Lots by Owners, shall continue to be responsible for the Base Assessments and Special Assessments allocated to said Lots as if the combination of Lots had not taken place.

Section 25. Swimming Pools. Swimming pools below ground level for the use of Owners, Unit occupants, and their guests may be constructed on Lots provided that: (1) the location, plans and specifications thereof are approved by the EARC, (2) all applicable laws, ordinances, rules and regulations of governmental agencies are complied with, and all necessary governmental permits are obtained; and (3) such construction is not commenced until after construction of the residence has begun. Should a residence become vacant, that is, not occupied for residential purposes, the Owner shall see that the pool is drained and kept drained during the period of such non-occupancy, so as to prevent health and safety hazards. Above-ground pools are prohibited within the Subdivision. This prohibition shall not apply to above ground pools approved and installed prior to 2020.

Section 26. Tents, Sheds, and Temporary Structures. Except as otherwise permitted with respect to the EARC, no tent, utility shed, storage shed, shack, or other structure, whether it be of a temporary or

permanent nature, shall be placed upon a Lot or any part of the Subdivision, unless expressly permitted under the Exterior Alteration Guidelines and prior written approval is obtained for such structure from the EARC.

Section 27. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Subdivision.

Section 28. Utilities. Notwithstanding the foregoing, all utilities (including without limitation, electric, gas, telephone, and cable television) shall be brought to the Lot or improvement on the Lot, as the case may be, from the street by underground conduits. Overhead utility connections to Lot or improvement on said Lot are expressly prohibited.

Section 29. Window air conditioners: Window air conditioners will not be permitted. (This prohibition shall not apply to current Oak Highlands Owners with window air conditioners installed prior to 2020. The restriction against window air conditioners will apply to all new Owners after 2018, whether or not the window air conditioner was in the home upon purchase.)

Article XIII Professional Management

The Association may, but shall not be required to, hire a professional management Agent or Agents, at a reasonable compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize.

Article XIV Easements

In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

Section 1. Easements for Utilities, etc. There is hereby reserved unto the Association, and the designees or grantees of each (which may include, without limitation, Metro Nashville Davidson County, Tennessee, Nashville Electric Service, Metro Water Services, Piedmont Natural Gas, and any other public or private utility blanket easements upon, across, over, and under all, or a portion, of the Common Areas and over the Lots, and any Units located thereon, for ingress, egress, installation, replacing, altering, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, HVAC systems, gas, and electricity. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Subdivision except as may be approved by the Association's Board of Directors. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any portion of the Subdivision property that has been subjected to, or encumbered by, easements granted pursuant to this Declaration or as shown on the Plat(s) for Oak Highlands/Deer Valley shall be maintained by, and at the

expense of, the Association. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable Document, the Board of Directors shall have the right to grant such easement on said Subdivision without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Subdivision.

Section 2. Easements for Maintenance, Repair, Emergency, and Other Purposes. A perpetual nonexclusive easement is granted and reserved to the Association, its Officers, Agents, employees, including employees of any management company having a contract with the Association, police, firemen, ambulance personnel and similar emergency personnel in the performance of their duties, over, across, and upon the Common Area and the Lots for emergency, security, safety and for other purposes reasonably necessary for proper maintenance, operation and repair of the Subdivision, including the maintenance of any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Unit situated thereon. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any violation of the Documents and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. The Association shall have the authority to grant easements over the Common Areas for such other purposes as may be determined by the Association, which do not unreasonably interfere with the Owners' use of the Common Areas.

Section 3. Entrance Signage and Landscaping Easement. The Association reserves the right to build the entrance sign(s) and landscaping at the entrance(s) for the Subdivision, together with any utility or water lines serving the entrance features. Once constructed, the entrance sign and landscaping and utility or water lines shall become the property of the Association, together with the sole liability for maintenance, repair and replacement thereof. The Association reserves all rights of ingress and egress onto said Common Area as may be necessary to construct said entrance sign. Additionally, the Association shall have an easement over any portion of a Lot on which any entrance feature, including, but not limited to, the Subdivision sign and landscaping are located, including utility and waterlines across the Lot to the entrance features.

Section 4. Fence Easement. The Association hereby reserves an easement to itself and the Association across any Lot which borders the perimeter of the Subdivision and any Lot that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. The Owner of a Lot on which any portion of a fence is located shall be responsible for the maintenance and repair of the fence as part of the Owner's maintenance obligation.

Article XV General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Subdivision, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Subdivision subject to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment.

(a) This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(b) If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(c) Notwithstanding any provision to the contrary in this Section 2, amendments of a material nature must be approved by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association, by fifty-one percent (51%) of Mortgagees. A change to any of the provisions governing the following will be considered an amendment of a material nature:

- (1) Voting rights;
- (2) Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- (3) Reductions in reserves for maintenance, repair, and replacement of Common Areas;
- (4) Responsibility for maintenance and repairs of the Common Areas;
- (5) Convertibility of Lots into Common Areas or vice versa;
- (6) Hazard, liability or fidelity insurance requirements;
- (7) Restrictions on the leasing of residences located on the Lots;
- (8) A decision by the Association to establish self-management if professional management had been required previously by this Declaration, Bylaws, or by a holder of a Mortgage with respect to a Lot;
- (9) Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Documents;
- (10) Any provisions that expressly benefit holders, insurers, or guarantors of a Mortgage with respect to a Lot.

The failure of a Mortgagee to respond within sixty (60) days after notice of any written request of the Association for approval of an addition or amendment to this Declaration or Bylaws has been provided shall constitute an implied approval of the addition or amendment.

(d) A copy of each amendment shall be certified by the Association as having been duly adopted and shall be effective when recorded in the Davidson County Register of Deeds Office, Nashville, Tennessee.

Section 3. Indemnification. The Association shall indemnify every Officer, Director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such Officer, Director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an Officer, Director, or committee member of the Association. The Officers, Directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Officer and Director free and harmless against

any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer, Director, or committee member, or former Officer, Director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and Officers' and Directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Right of Entry. The Association shall have the right, but not the obligation, to enter onto any Lot, as well as residences located thereon, for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, Officers, Agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association to enter onto any Lot, as well as residences located thereon, to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 6. Disclosures. Each Owner acknowledges the following:

(a) The Subdivision is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(b) The views from an Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(c) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(d) No representations are made regarding the schools that currently or may in the future serve the Subdivision or any Unit.

(e) Since in every neighborhood, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Subdivision that an Owner may find objectionable and that it shall be the sole responsibility of the Owners to become acquainted with neighborhood conditions that could affect the Unit.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Secretary of the Association, being authorized to do so, certifies that, as of the day and year first above written, this A&R Declaration was approved by the requisite number of Members of the Association.

Oak Highlands/Deer Valley Homeowners Association, Inc.

By: _____
_____, Secretary

STATE OF TENNESSEE)
COUNTY OF _____)

I, _____, a Notary Public of said State and County, do hereby certify that _____ personally appeared before me and acknowledged that she is the Secretary of Oak Highlands/Deer Valley Homeowners Association, Inc., a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed in its name by her as its Secretary for the purposes therein expressed.

Witness my hand and official stamp or seal, this the ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

(SEAL)

INDEX OF EXHIBITS

<u>Exhibit “A”</u>	Legal Description for Property
<u>Exhibit “B”</u>	Charter of Oak Highlands/Deer Valley Homeowners Association, Inc.
<u>Exhibit “C”</u>	Bylaws of Oak Highlands/Deer Valley Homeowners Association, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION FOR PROPERTY

EXHIBIT "B"

CHARTER OF THE ASSOCIATION

[SEE ATTACHED]

EXHIBIT "C"

BYLAWS OF THE ASSOCIATION

[SEE ATTACHED]