

PREPARED BY:
LARRY A. ROCCONI, JR.
CUNNINGHAM, MITCHELL & ROCCONI
308 SOUTH SECOND STREET
CLARKSVILLE, TENNESSEE 37040

**AMENDED
RESTRICTIVE COVENANTS APPLYING TO
PEARTREE, A PLANNED UNIT DEVELOPMENT
AND
BY-LAWS OF PEARTREE COOPERATIVE CORPORATION**

THIS AMENDED DEDICATION AND RESTRICTIONS executed as of the 10 day of January, 2014¹⁵, at Clarksville, in the County of Montgomery, State of Tennessee, by the Owners of Lots in Peartree,

WITNESSETH:

THAT the undersigned herein are the Owners of certain realty situated in Montgomery County, Tennessee and having subdivided a portion of such realty into lots according to the plat of PEARTREE, A PLANNED UNIT DEVELOPMENT, of record in Plat Book 12, Page 22, Plat 22, as amended in the Register's Office for Montgomery County, and any replats, designating such subdivision as PEARTREE, A PLANNED UNIT DEVELOPMENT, to which reference is expressly made; and previously recorded Restrictive Covenants and By-Laws of PEARTREE COOPERATIVE CORPORATION, being of record in Official Record Book Volume 344, Pages 1293-1314, as amended in ORBV 369, Page 1456 in the Register's Office for Montgomery County, Tennessee; and

WHEREAS, Paragraph 20, provides that the Declaration may be changed, modified, or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by Lot Owners owning not less than sixty-seven percent (67%) of the total Ownership of the Association and acknowledged, provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument, the same being of record in Official Record Book Volume 344, Pages 1293-1314, in the Register's Office for Montgomery County, Tennessee, executed on March 7, 1984 and recorded on March 7, 1984.

NOW, THEREFORE, Owners hereby amend the aforementioned Restrictive Covenants and By-Laws of PEARTREE COOPERATIVE CORPORATION as follows:

The undersigned Owners in fee simple of the real estate that has been subdivided and named PEARTREE, A PLANNED UNIT DEVELOPMENT, according to survey and plat, which plat is of record in Plat Book 12, Pages 22, Plat 22, of the Register's Office of Montgomery County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind

themselves, their successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of lots in said subdivision, their heirs, successors and assigns, as follows:

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

SECTION 1. The “Architectural Review Committee” or “Committee” or “ARC” shall mean a committee organized by the Board for the purpose of overseeing and controlling new construction, etcetera, during the build out of PEARTREE, A PLANNED UNIT DEVELOPMENT, and all subsequent sections of Peartree. The Architectural Review Committee shall exist and exercise the powers conferred unto it herein, in perpetuity. The ARC may be the Board of Directors and the Board of Directors may be authorized to act as the ARC.

SECTION 2. The “Association” shall mean Peartree Cooperative Corporation, a Tennessee not-for-profit corporation, its successors and assigns organized for the purpose of owning and/or maintaining common areas; and which has as its members every Lot Owners subject to assessment as hereinafter provided. The By-Laws of the Association are attached hereto as Exhibit “A” and are incorporated herein by reference. The By-Laws may be amended from time to time as provided for therein.

SECTION 3. “Common Area or Common Areas” shall mean and refer to any and all real property owned by the Association, and such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise, including any recreational areas, which may be constructed initially by the Developers. The Architectural Review Committee is authorized to set an established rules and regulations, subject to the Board of Directors approval. Common Areas with respect to the property made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplemental Declarations shall be shown on the Plat(s) for Peartree Subdivision and designated thereon as “Common Areas” or “Open Space” or “Preservation Areas.”

SECTION 4. “Declaration” shall mean this instrument, as the same may be amended and/or supplemented from time to time as provided for herein.

SECTION 5. INTENTIONALLY LEFT BLANK.

SECTION 6. “Board of Directors” shall mean those parties who shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable.

SECTION 7. "House" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

SECTION 8. "Lot" shall mean any lot shown on any recorded plats of the Property. A Lot shall not include any dedicated streets and roadways.

SECTION 9. "Lot Owners" or "Owners" shall mean the record Owners, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 10. "Occupant" shall mean or refer to any person or persons in possession of a lot or home other than a Lot Owners.

SECTION 11. "Person" shall mean or refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

SECTION 12. "Plat(s)" shall mean and refer to the plat(s) for Peartree to be recorded in the Montgomery County Register of Deeds Office subdividing the Property into lots and reflecting thereon the public streets, common areas, and utility easements and other matters normally shown on subdivision plats.

SECTION 13. "Property" shall mean the real property submitted to this Declaration.

SECTION 14. "Subdivision" shall mean and refer to Peartree, A Planned Unit Development, to be platted on the Property.

ARTICLE II ARCHITECTURAL REVIEW COMMITTEE

SECTION 1. ARCHITECTURAL REVIEW COMMITTEE. There is hereby named an Architectural Review Committee (hereafter "Committee" or "ARC") to be appointed by the Board of Directors.

SECTION 2. MEMBERSHIP AND VOTING RIGHTS OF ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall consist of five (5) voting members. The Board of Directors may operate as the ARC. At the first meeting of each fiscal year, the Board shall appoint the members of the ARC. Of the five (5) members of the ARC, three (3) shall be Board members and two (2) shall be Lot Owners who are not Board members.

SECTION 3. PURPOSE OF ARCHITECTURAL REVIEW COMMITTEE. The Committee exists in order to assure maximum protection to all Lot Owners, to assure continuity and conformity to high aesthetic and environmental standards, and to have the initial but non-exclusive right to enforce these covenants. The Committee shall have the powers and duties necessary for proper care and control of any common areas in said Subdivision, such as entrances, undeveloped lots and buffer zones and may do all acts as set forth herein. The Architectural Review Committee is authorized to establish rules and regulations, subject to the

Board of Directors' approval. Such powers and duties of the Committee shall include, but not be limited to, the following:

a) CONSTRUCTION PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS TO BE ERECTED ON ANY LOT MUST BE SUBMITTED TO THE COMMITTEE FOR ITS APPROVAL. No exterior construction, reconstruction, remodeling, alteration or additions of any structure, building, fence wall, driveway, path, pool, outbuilding or other improvements of any nature shall be commenced or constructed prior to receiving approval by said Committee in writing. The Committee shall ascertain that the exterior design and exterior finishes of any structure are in harmony with the above-stated goals and standards to the end that the dwellings located in the subdivision are uniform and aesthetically pleasing, without the utilization of garish colors or architectural design. In fact, the Committee shall be the sole arbitrator of said exterior design and finish and may withhold approval for any reason, including purely aesthetic considerations.

b) Meeting of the Committee may be held at such time and place as the members shall determine, and provided a majority of the whole Committee is present no prior notice is necessary. At all meetings of the Committee, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Committee. Meetings by means of telephone conference calls and electronic communications are expressly permitted.

c) The members of the Committee shall not be liable to Lot Owners for any mistake of judgment, negligent or otherwise, except for their own individual and willful misconduct or bad faith.

d) The members of the Committee shall not receive any compensation from the Committee or the Lot Owners for their services thereon.

e) Members of the Committee shall be Lot Owners in Peartree.

f) The operation, care, beautification, upkeep and maintenance of the entrance areas, roadways, perimeter fencing, medians, landscaped islands, landscaping easements as shown on the plat of record, open areas, trees and landscaping in and about the right-of-way, lighting not maintained by a utility company, common areas and/or any adjacent landscaped areas of the subdivision is initially charged to and the responsibility of the Board. These duties, responsibilities and privileges are to be vested in that body. The Board and/or the Peartree Cooperative Corporation is hereby specifically authorized to charge and collect a maintenance fee from all Lot Owners in order to pay the expenses of: said operation, care, beautification, upkeep, maintenance, and the annual fees to maintain the corporate status of the Homeowners Association. This maintenance fee as charged shall be the same amount for each lot in Peartree, regardless of size or sales price. The Board is specifically authorized to delegate these duties to a management company, if the Board deems necessary or expedient. The Board may enter into a management contract with a management company, with approval of a majority of the Owners.

g) For good cause shown, the Board, with recommendation from the ARC, shall have the authority to waive all or any part of the hereinafter set forth restrictive covenants as to minimum square footage where the proposed improvement, because of unusual or extraordinary shape or design, does not meet said minimums, but such improvement will in the sole discretion of said Board be a complementary asset to the Development. The Board shall also have the authority to waive such other restrictive covenants, hereafter set forth, upon good cause shown, where such waiver, in the opinion of the Board, shall not compromise the high aesthetic standards of the development. Dues are assessed per lot, pursuant to the original plat.

h) By way of example, and not in limitation, the power and authority of the Committee shall include approval/rejection/enforcement of the following items:

1. General construction plans
2. General construction specifications
3. Exterior paint colors
4. Roof materials/color
5. Roof pitch
6. Exterior materials/colors
7. General landscape plans
8. Landscape plantings/size/quantity
9. Yard or exterior ornaments/size/color
10. Exterior lighting/size/location
11. Location of any improvement upon lot
12. Off street parking of any motorized or non-motorized vehicles not housed within the dwelling
13. Fences - materials/colors/locations/dimension
14. Grass cutting/Landscape maintenance
15. Size and location of satellite dishes, flag poles, recreational sports equipment, solar panels, privacy walls, decks, patios and irrigation systems
16. Enforcement of restrictive covenants
17. Exterior maintenance of all improvements
18. Exterior lighting
19. Location and design of garages and the location, number and design of garage doors

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, Ownership of any Lot which is subject to assessment. When any Lot is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, their membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised as specified herein. A corporate member's vote shall be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation. When two or more persons hold an interest in any Lot as

Owners thereof, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy or nominee for all persons holding an interest as Owners in the Lot and in no event shall more than one vote be cast with respect to any Lot. If joint Owners are unable to specify by their majority vote how their vote shall be cast, then no vote shall be cast with respect to such Lot.

SECTION 2. The Association shall have the following voting membership:

Members shall be all Lot Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV
COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. All Lot Owners by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) any other amounts properly assessed against a Lot Owners by the Association, including fines, late fees or any other amounts. The annual and special assessments and any other amounts properly charged to a Lot Owners by the Association, together with interest, costs and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who as the Lot Owners at the time when the assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the maintenance of roadways, common areas, fencing and the beautification, recreation, health, safety and welfare of the Lot Owners, to provide for the maintenance of the Common Area, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association including the repayment of any loans or advances and for the care, maintenance, beautification, upkeep, and improvements to common areas and privately owned lots, in the Board or Management Company's discretion. An adequate reserve fund for the maintenance, repair and replacement of items maintained by the Association pursuant to this section shall be established and funded by regular monthly payments. Assessments are defined to include, but not being limited to garbage removal and lawn care. Assessments may be charged on a monthly, bi-monthly, quarterly, or annual basis. Special assessments may be called from time to time and shall be due when assessed.

SECTION 3. INTENTIONALLY LEFT BLANK

SECTION 4. INTENTIONALLY LEFT BLANK

SECTION 5. WORKING CAPITAL FUND AND TRANSFER FEE. Each Owner of a completed residence in the subdivision shall pay a transfer fee to the managing agent, to be set by the managing agent and approved by the Board, and a working capital fee to the Association, the amount of which will be set by the Board at the closing of the sale of the completed residence to such Owner. The amounts paid to the working capital fund by each Owner upon the closing of the sale of the completed residence to such Owner shall not be considered, as advance payment of regular assessments. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

- (a) To fund costs of maintenance of the roadways and fencing of the Common Areas and administration of the Association that cannot be defrayed by assessments;
- (b) To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors.

SECTION 6. INTENTIONALLY LEFT BLANK.

SECTION 7. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate on all Lots and may be collected on a quarterly basis, subject to Section 8, herein.

SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES. The annual assessments provided for herein shall commence as to Lots on the fifteenth (15th) day of the first quarter following the closing of the transfer of the Lot to the Home Owners. Written notice of the annual assessment shall be sent to every Lot Owners subject thereto. The assessment shall be paid quarterly. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid by the thirtieth (30th) day of the quarter in which it is due shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owners personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all collection costs, including reasonable attorney's fees, and the costs of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due

prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments, thereafter becoming due or form the lien thereof.

ARTICLE V
ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

SECTION 1. LOT USE. No lot may be used for any purpose except for the construction and maintenance of a residential building of traditional design. No such residential structure on any such lot shall be designed, constructed or used for more than one family. Group homes are expressly prohibited. No part of the Property may be used for purposes other than single-family housing and the related common purposes for which the Property was designed and as allowed by municipal zoning laws. The foregoing restrictions as to residence shall not be construed in such manner as to prohibit a Lot Owner from maintaining his/her personal library; keeping his/her personal business or professional records or accounts; or handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions or municipal zoning law.

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

SECTION 2. RESUBDIVISION. No lot shall be resubdivided, but shall remain as shown on the recorded plat and not more than one residence building may be constructed or maintained on any one lot. A slight variance in the property lines may be made by adjacent Owners, but not for the purpose of subdividing into more lots. The foregoing notwithstanding, two or more lots may be combined (with joint approval of the Clarksville-Montgomery County Regional Planning Commission and the Architectural Review Committee) to accommodate a single dwelling house or a slight variation of the property line separating adjacent lots.

SECTION 3. NUISANCE/ANIMALS. No unlawful, noxious or offensive activities and/or operations shall be conducted or maintained on any lot, Common Areas or elsewhere on the Property, and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood or which shall as determined by the Board as unreasonable noise (also defined by City Codes for noise decibels) or disturbance to others. Lot Owners shall avoid any and all noisy activities (loud cars, loud motorcycle noise, loud radios, fireworks, etc.) No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept for commercial purposes. No more than two (2) dogs, two (2) household cats, or small birds may be maintained or allowed or permitted to be habitually found upon any numbered Lot, so long as the above named pet(s) are not for any commercial purpose, and provided that said pet(s) shall be kept in strict accordance with the administrative rules and regulations relating to household pet(s) adopted or

approved by the Board, and provided that said pet(s) shall not as determined by the Board constitute a nuisance. Pet(s) are expected to be maintained in a quiet manner on the lot of the Owner. Pet(s) shall be on a leash and accompanied by a responsible adult while pet(s) are in the Common Areas or elsewhere on the Property. Owners are responsible for the removal and disposal of feces left by pet(s) in Common Areas or elsewhere on the Property. The Board shall have authority over all animals and shall have the right to order the removal or any special control measures as to any animal which becomes, in the sole opinion of the Board, a nuisance or hazard to the health and welfare of the development. Loud barking dogs are a nuisance and infringe on the rights of other Owners. Civil laws prevail if an Owner's rights are violated through loud barking dogs. No external dog houses or kennels are allowed.

SECTION 4. TRAILERS, ETC. No trailer, prefabricated house, modular home, enclosed trailer, tent, garage, barn or other outbuilding shall be erected or used either a temporarily or permanently, except without the prior written consent of the Board. However, a temporary structure maybe permitted for use in connection with the repair and/or reconstruction of already existing homes and/or buildings on the Property.

SECTION 5. SETBACK LINES. No building shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat.

SECTION 6. GOVERNMENTAL ENTITIES. All Owners of lots in the development shall consult with the appropriate officials of the applicable governmental entity/entities before installation of any driveway, culvert or other structure within the dedicated roadway and such placement or construction shall be done in accordance with the rules and regulations of said governmental entity/entities.

SECTION 7. REPAIR OF COMMON ELEMENTS. In the event a Lot Owner, or their Agents shall damage a common element or road, the Lot Owner shall be responsible to restore the common element or road to its original condition, both structurally and cosmetically, and the Lot Owner shall be responsible for the costs of the same. This specifically includes damage caused by heavy machinery or construction equipment used in the repair, model or construction of an improvement by an Owner.

SECTION 8. FENCES. Only brick, stucco to match residence, or wrought iron fences are allowed. All fencing shall be subject to the approval of the Architectural Review Committee. On all fences, the exact description and material of the fence, showing the exact location of the lot, house and fence must be submitted to the Committee for approval. The Architectural Review Committee may permit fences to be placed closer to the street or adjacent property or house corners, if sufficient landscaping is provided and the same is approved.

SECTION 9. ACCESSORY VEHICLES/PARKING. Storage of all recreational vehicles to include but not limited to all-terrain vehicles, motor homes, dirt bikes, trailers, golf carts, commercial vehicles, enclosed trailers, hauling trailers, boats, and motorcycle trailers is prohibited outside the residence. No inoperable or junk vehicles shall be parked on any lot, nor on the street. All licensable vehicles shall have current license plates and registration. No tractor-trailer bed or cab, motor home, commercial truck or vehicle over 20 feet in length, school bus, or recreational vehicle shall be parked on any Lot or street in this subdivision. No non street

licensed vehicles or vehicles without mufflers shall be permitted in the Development. Automobiles owned by Lot Owners shall be parked only in the Lot Owners garage, driveway or those places particularly designed and approved on the Plat, and not otherwise. **PARKING OF VEHICLES ON STREETS BY OWNERS IS PROHIBITED EXCEPT FOR LOADING AND UNLOADING PURPOSES. THERE SHALL BE NO PARKING ON THE YARD OR THE GRASS BETWEEN THE ROAD AND THE RESIDENCE. THERE SHALL BE NO PARKING IN COMMON AREAS, GREENSPACE AREAS OR RECREATIONAL AREAS, UNLESS IN A DESIGNATED PARKING SPACE.**

SECTION 10. MAILBOXES. Mailboxes or a type consistent with the character of the Property shall be selected and placed by the Owner of each Lot and shall be maintained by the Owner to complement the residences and neighborhood, and must be approved by the ARC.

SECTION 11. MINIMUM SQUARE FOOTAGE. No dwelling shall be erected, placed, altered or permitted to remain on any Lot unless the dwelling has a finished living area space of at least one thousand eight hundred (1,800) square feet and one thousand two hundred (1,200) square feet of the finished living area space must consist of the first floor.

SECTION 12. GARBAGE/WASTE PRODUCTS. Trash, garbage, and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed in the rules and regulations of the Board. In the event this is not possible, the Owner shall be responsible for cleanup and pay for trash pick-up. Garbage cans should be kept in the premises or shielded from street view, except on pick-up days. Every effort should be made to remove garbage containers from the curb as soon as possible after collection.

SECTION 13. ARCHITECTURAL RESTRICTIONS. The following architectural restrictions shall apply to all construction of buildings, alterations, additions or improvements, and exterior decorating, and shall guide the decisions of and be taken into account by the Board or any Architectural Review Committee appointed in connection with the authority and rights granted to it:

- a) All buildings shall reflect the architectural styles, proportions and detailing or current residences, specifically, Georgian, Williamsburg (or Southern Colonial), Natchez, Federal, Roman Classicism, and French Neoclassic.
- b) No block foundation walls may be exposed. If a building is faced with brick, the foundation wall shall be faced to grade with brick. If a building is faced with stucco, the foundation walls shall be faced to grade with stucco or brick.
- c) All exterior trim and stucco shall be of white, gray, cream, muted, or earth tones colors.
- d) All roofs shall be of shingle composition and dark tone in color. No standing seam metal roofs or concrete tile roofs will be allowed. Copper roofing as an accent is acceptable. Solar panels on the roof maybe permitted so long as the ARC or the Board evaluates and approves the same. Solar panels placed in the yard, patio, or other ground-level or pole-elevated placement is not allowed.

- e) Air conditioning and heating units on building sides and roofs shall be screened architecturally or by shrubbery so as not to be visible from any street.
- f) Cornices and gutter overhangs shall not exceed two feet from the place of the wall below.
- g) Privacy walls may be erected so long as the location, size, building material and design is approved by the Board. A privacy wall may be perpendicular to a side or rear lot line may be extended across a setback area, including an adjacent ten (10) foot setback area on which the Lot Owner has a use easement to reach the corner of the building or wall on the adjacent lot. Nothing in this Section shall prohibit an Owner from building privacy walls on the interior of a lot and not along the setback lines.

SECTION 14. ACCESSORY BUILDINGS. Accessory Buildings and detached garages are not permitted on any lot.

SECTION 15. EXTERIOR APPEARANCE/MAINTENANCE. Each Owner shall be responsible for the safe, clean, and attractive maintenance of all lands, buildings, improvements and landscaped areas on any lot. All lots must be kept clear and clean of all litter. Each Lot Owner shall not do or allow anything to be done to his or her Lot which may increase the cost of insurance or cause the cancellation of insurance on other Lots or on the Common Areas. No Owner shall display, hang, store, or use any clothing, sheets, blankets, laundry or other articles outside on his/her Lot, or paint or decorate or adorn the outside of his/her Lot or install outside on his lot any metal canopy, outside radio or television antenna, or C.B. radio transmitters, or other equipment, fixtures or items of any kind, without the prior written permission of the Board. A violation of any of this provisions contained herein shall result in written notice describing the violation issued to the offending Lot Owner with a request for a response and/or remedy of the violation within fifteen (15) days of receipt of the notice. In the event of no response and/or satisfactory remedy, the Board may impose sanctions on the Lot Owner, including the right to levy a fine not to exceed One Hundred and 00/100 (\$100.00) Dollars for the first violation of any provision. Fines for repeat violations may be imposed in increasing amount, not exceeding Five Hundred and (\$500.00) 00/100 Dollars. If the fines are not paid within thirty (30) days of the assessment due date, interest shall accrue monthly at One and One-Half Percent (1.5%).

SECTION 16. SATELLITE DISHES. Satellite dishes shall be no larger than one (1) meter maximum size and attached to house in a low or no visibility location. The location must be approved by the Architectural Review Committee and a submittal showing location is required for approval.

SECTION 17. MAXIMUM BUILDING TIME. Every dwelling house shall be constructed and completed, start to finish, within 360 days of visible commencement of construction.

SECTION 18. ENFORCEABILITY/ATTORNEY FEES. These protective covenants shall be enforced by the Committee herein created; and/or the Peartree Cooperative Corporation; and/or any individual Lot Owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages. In the event that it shall become necessary to employ an attorney for the purpose of defending or enforcing any provision of contained herein the Association shall be

entitled to be reimbursed by the offending for any and all attorney fees, court costs, legal expenses, pre- and post-judgment interest and other costs of collection, in addition to all amounts due.

SECTION 19. CLOTHES LINES. No outside clotheslines shall be permitted.

SECTION 20. INTENTIONALLY LEFT BLANK.

SECTION 21. SIGNAGE. In order to preserve and protect the decorum of the Subdivision, only a sign designating a sale of a home in the Subdivision is allowed on the property for sale. No For Sale signs are to be displayed on the commonly owned areas of the Subdivision to include front gate and outside and inside perimeter of brick and iron fence. No signs may be placed on the Courtyard lawn. Only one sign advertising a Lot/Home for sale is permitted on the home for sale. Size of sign is not to exceed 24 x 36 inches. Exceptions are granted for Open House or Estate Sales taking place in the Subdivision and may be placed on the lawn to the right of the Gate House for a period of forty-eight (48) hours. Directional arrows are also permitted during that same time frame. No sign may exceed 24 x 36 inches. Owners may place a small sign and/or decal in customary places on their Lots/Homes warning that their homes are protected by alarm systems, security cameras, etc. All other signs are expressly prohibited.

SECTION 22. RESTRICTIVE COVENANTS. *Original and successor Lot Owners shall be responsible for furnishing new Owners a copy of the hereof restrictive covenants.*

SECTION 23. RECREATIONAL EQUIPMENT. Play equipment is allowed on each property and must be located in the rear shadow of the house. The design and location is to be approved by the Architectural Review Committee. The design of such equipment must be of wood construction and attachments (i.e.; slides, swings, awnings, etc.) must be green, blue, yellow or brown. Landscape screening will be required.

The following are not allowed on any Lot, Common Area or street:

- a) Trampolines
- b) Basketball goals
- c) Hockey goals
- d) Soccer goals
- e) Skateboard ramps
- f) Scooter ramps
- g) Bicycle ramps
- h) Playground or other recreation equipment

SECTION 24. SWIMMING POOLS. No above ground or onground pools are permitted. Landscaping shall be provided to reduce the visual impact of the pool from public streets and adjacent neighbors. Pool pumps and equipment shall be substantially screened from view and located so as not to be a noise nuisance to adjacent neighbors. Screened enclosures of pools are not permitted. Pool fences to be standard style as approved by the Architectural Review Committee and must meet local code requirements. Inflatable/Kiddie pools no larger than eight (8) feet in diameter and two (2) feet in height are allowed so long as they do not remain outdoors for more than seven (7) consecutive days and are situated at the rear of the property.

SECTION 25. STORAGE TANKS AND REFUSE DISPOSAL. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or its equivalent. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring lots, roads, streets and open areas, except for pick-up days. Reference is hereby made to Article 5, Section 2.

SECTION 26. OUTSIDE LIGHTING. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Architectural Review Committee. The Architectural Review Committee reserves the right to require any Lot Owners to deactivate or remove any light or decoration which the Architectural Review Committee deems to be unattractive or a nuisance to other Lot Owners. Tasteful holiday decorations and decorative lighting are permitted from Thanksgiving until January 7, from October 20 to November 5, and for one (1) week before Easter to one (1) week after Easter, subject to any rules established by the Association regarding the types and extent of such lighting and decorations

SECTION 27. WINDOW UNITS. All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning units shall be permitted.

SECTION 28. INTENTIONALLY LEFT BLANK.

SECTION 29. MAINTENANCE. All Lots, together with the exterior or all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, patios, walkways, driveways and other exterior improvements. The Owners or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut, In addition, each Lot Owners shall be responsible for maintaining the right of way and any Common Area between such Lot Owners' Lot and the street. Each Lot Owner agrees to abide by rules which may be established by the Association regarding specifics on maintenance of Lots and residences on the Lots as well as any requirements regarding plantings on Lots. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of

improvement thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owners or Occupant of any Lot in observing the above requirements or any of them, each default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive healthful and sanitary condition. In so doing, the Association or its agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owners of such Lot as the personal obligation of such Owners and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any occupant of such Lot shall be jointly and severally liable with the Owners of the payment of such costs.

The Association may contract with one (1) or more entities to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the monthly, bi-monthly, quarterly or annual assessments.

SECTION 30. DAMAGE OR DESTRUCTION. In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows:

(a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within ninety (90) days of the destructive event or insurance settlement, whichever occurs latter, the Owner shall commence to rebuild or reconstruct the structure, in the Owner's option. In the event Owner elects not to rebuild or reconstruct the structure, Owner shall place the Lot in a clean condition and have the improvements and any remnants of the same removed and the Lot placed in buildable condition. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Board or the Association or Architectural Review Committee, as the case may be, in accordance with this Article V hereof.

(b) In the case of partial damage or destruction, the Owner shall as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Board or the Association, as the case may be, in accordance with Article V hereof. In no event shall any damaged structure be left unrepaired and/or unrestored for in excess of ninety (90) days from the date of the insurance adjustment.

(c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the

Property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof equally, unless such damages was caused by the fault of any Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

SECTION 31. HOBBIES AND ACTIVITIES. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devises, the shooting of firearms, fireworks or pyrotechnic devises of any type or size, the assembly of firearms, the use of bows and arrows and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association. Fireworks are allowed from July 1 to July 6 of each year.

SECTION 32. USE OF COMMON AREAS AND AMENITIES. The Association may publish regulations from time to time governing the use of all of the Common Areas including all amenities located thereon. Such regulations may be enforced in the same manner as the provisions of this Declaration. No Lot Owner shall be allowed to make improvements on any portion of the Common Areas. Common Areas are to be used by property Owners only. Guests shall be accompanied by property Owner at all times while using the Common Areas.

SECTION 33. DRAINAGE. No Lot Owner shall place fill on any lot or place fences, trees or landscaping in such a location or position that will interfere with the existing drainage on or from other Lots or the Common Areas.

SECTION 34. CURB CUTS AND DAMAGE. Any builder or Owner who makes a curb cut or damages any Common Areas shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Board or the Association.

SECTION 35. INTENTIONALLY LEFT BLANK.

SECTION 36. LANDSCAPING FEATURES. Statues, fountains, benches and water fountains shall be permitted if approved by the Architectural Review Committee prior to installation.

SECTION 37. UNDERGROUND UTILITIES. All utilities shall be underground, however, backflow preventers may be above ground. Backflow preventers placed within five (5) feet of the residence shall be concealed with landscaping. Backflow preventers placed more than five (5) feet from the residence shall be concealed with landscaping and an enclosure may be required. In said case, the Architectural Review Committee shall determine if an enclosure is required. If an enclosure is required, the cost of installation shall be the responsibility of the lot Owners.

SECTION 38. RULES AND REGULATIONS. The Board of Directors shall have the right to pass rules and regulations governing additional aspects of and imposing additional restrictions on the use and maintenance of the Lots and use of and maintenance of Common Areas. Said rules and regulations may include (without limitation) the right to make additional special assessments against specific Lot Owners as a result of a Lot Owners' (or any agent or invitee of a Lot Owner) violation of any of the terms of this Declaration or of any rules or regulations promulgated

hereunder. Any and all assessments made pursuant to the rules and regulations shall be deemed assessments properly made pursuant to the terms of this Declaration and may be collected by the Board of Directors in accordance with the provisions as contained herein. In addition, the Rules and Regulations may include (without limitation) restrictions and rules regarding any and all aspects of the use of the Lots and residences thereon as well as the common areas regarding any matter which the Board of Directors believes should be regulated in order to preserve the desirability and attractiveness and/or provide for maintenance of the Development if the Board of Directors reasonably determines that such rules and regulations shall benefit the same. Specifically, and with limiting any additional matters which may be addressed in the Rules and Regulations, the Rules and Regulations may regulate lawn art, lighting, that are visible from the street. In addition, the board of Directors of the Board of Directors shall have the power to set, assess, and collect fines from Lot Owners for violations of this Declaration or any Rules of the Board of Directors. The Board of Directors is empowered to create subcommittees and to vest subcommittees with all powers necessary to conduct its mission.

SECTION 39. YARD AND GARAGE SALES. Garages sales and yard sales are prohibited. Estate sales are permitted within the residence of the Lot Owner with a ten (10) day notice to the Board. All other sales from private residents are prohibited.

SECTION 40. FLAGPOLES. All flagpoles shall not exceed twenty (20) feet in height, and the location must be approved by the Architecture Review Committee. Said flag poles may only fly the United States flag. Furthermore, said United States flag must be flown in accordance with United States flag flying criteria and must be oriented in its natural position with the stars at the top left. Flags shall be no larger than three (3) feet by five (5) feet. It is recommended that no free-standing flag poles be placed upon a Lot and that small flag poles be attached to the house at an angle.

SECTION 41. DRIVES AND WALKS. All driveways and parking areas shall be paved with concrete, either broom finished, aggregate, or stamped. Decorative pavers, staining treatment or other material may be approved by the Architectural Review Committee. All drive design should incorporate a traversing, curvilinear layout where possible. Driveway parking areas may be allowed but must be incorporated into an overall landscape design. Drive width shall be at least 14' and not exceed 18'. Driveway shall have a maximum slope of 14%. Driveway motor court shall have a maximum 5% cross-slope.

ARTICLE VI INSURANCE

SECTION 1. COMMON AREA. The Association shall keep in force and maintain such hazard, public liability, or other insurance as it shall deem necessary relating to the Common Area and any amenities located thereon. The Association shall keep in force and maintain insurance for the acts, errors and omissions of the Board of Directors and Officers of the Association. The Association may also insure any other property, whether real or personal, owned by it, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

SECTION 2. LOTS. Insurance against damages by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot, shall be the responsibility of the individual Lot Owners.

SECTION 3. INTENTIONALLY LEFT BLANK.

SECTION 4. OTHER INSURANCE. The Association shall obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it seems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the act or omission constitutes gross negligence or willful misconduct. If an unpaid Director or officer of any of the Association prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the Director or officer all his reasonable legal fees.

ARTICLE VII
EASEMENTS

SECTION 1. UTILITY EASEMENT. A perpetual easement is reserved on each lot in an amount set forth by the Building Codes of the applicable governmental entity/entities for the construction and maintenance of utilities, such as drainage, electricity, gas or water main, sewage, etc., and no structure of any kind shall be erected or maintained upon or over said easement. This perpetual easement is in addition to any and all easements as shown on the recorded plat.

SECTION 2. LANDSCAPE EASEMENT. A perpetual easement, as shown on the referenced plat, shall be reserved for the purpose of the construction and maintenance of common area entrance walls, signage, fences, landscaping, lighting, center roadway median and irrigation. Such improvements shall be maintained by PEARTREE COOPERATIVE CORPORATION, a Tennessee not-for-profit corporation. The costs of such maintenance shall be borne by the lot Owners of this section and any existing or future sections of Peartree.

SECTION 3. INTENTIONALLY LEFT BLANK.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Failure by the Association, or by any Lot Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. VOIDABILITY. If any of the provisions of this instrument are at anytime declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby;

SECTION 3. DURATION AND AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for ten (10) successive periods of ten (10) years unless an instrument signed by a majority of those Owners then owning the Lots has been recorded prior to the expiration of said 50-year period or any said 10-year period, as the case may be, agreeing to terminate said covenants or to modify said covenants in whole or in part for the next 10-year period. Except as provided below, the provisions of this Declaration may be amended by the affirmative vote of at least three-fourths (3/4ths) of the votes of the Owners. No such amendment shall become effective until the instrument evidencing such change has been filed of record signed by the required number of Lot Owners.

SECTION 4. INTENTIONALLY LEFT BLANK.

SECTION 5. HEADINGS AND BINDING EFFECT. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

SECTION 6. UNINTENTIONAL VIOLATION OF RESTRICTIONS. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Owner shall correct same upon written notice.

SECTION 7. BOOKS AND RECORDS. The books and records of the Association shall, during reasonable business hours, be subject to inspection by any member upon five (5) days written prior notice. The charter, By-Laws of the Association and this Declaration shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

SECTION 8. CONFLICTS. In the event of any conflict between the provisions of this Declaration and the By-Laws of the Association the provisions of this Declaration shall control.

SECTION 9. STATE OF TENNESSEE. These restrictions shall be interpreted according to the laws of the State of Tennessee.

SECTION 10. COURTS OF JURISDICTION. Application for judicial enforcement of the hereof restrictions shall be only in either the General Sessions or Chancery Court for Montgomery County, Tennessee.

SECTION 11. SUCCESSORS BOUND. Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding Owners of lots or any part thereof, until December 31, 2065 at which time these protective covenants and restrictions shall be automatically renewed for successive ten (10) periods of ten (10) years; however, said protective covenants and restrictions may be changed in whole or in part by a two-thirds(2/3) majority vote of the Owner of the lots in said subdivision, each Owner having one vote per lot owned. However, these changes may be voted on only at the express approval of PEARTREE COOPERATIVE CORPORATION, a Tennessee not-for-profit corporation, or if the entire Peartree subdivision LOTS in *all* sections have been sold. All future sections and/or phases of Peartree subdivision shall be bound by these same restrictions and Homeowners Association By-Laws.

EXHIBIT A

BY-LAWS

OF

PEARTREE COOPERATIVE CORPORATION

PREPARED BY:
LARRY A. ROCCONI, JR.
CUNNINGHAM, MITCHELL & ROCCONI
308 SOUTH SECOND STREET
CLARKSVILLE, TENNESSEE 37040

AMENDED BY-LAWS

OF

PEARTREE COOPERATIVE CORPORATION

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. Name. The name of the Association shall be PEARTREE COOPERATIVE CORPORATION (hereinafter sometimes referred to as the "Association")

Section 2. Principal Office. The principal office of the Association in the State of Tennessee shall be located in the County of Montgomery. The Association may have such other offices, either within or outside the State of Tennessee, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Peartree, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, AND PROXIES

Section 1. Membership. The Association shall have one (1) class of membership; the same being Lot Owners, as is more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Regular annual meetings shall be set by the Board so as to occur in January on a day and time set by the Board of Directors. Proxies for votes are allowed so long as presented on a Board of Directors approved Proxy form or approved form that adheres to Tennessee law.

Section 4. Special Meetings. The President or Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by the resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least fifty (50%) percent of the total votes of the Association. The notice of any special meetings shall state the date, time, and place of such meeting and the

purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meetings of the Members shall be tendered, either by personal delivery, by affixing to the property, by mailing to the address on record with either the Association or the Tax Assessor for Montgomery County, Tennessee, or by electronic mail, to each Member entitled to vote at such meetings, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting, of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least ten (10%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may vote by proxy, provided the proxy is signed, dated and filed with the Secretary prior to the meeting for which it is valid.

Section 10. Majority. As used in these By-Laws, the term “majority” shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Members representing fifteen (15) Members of the total Members of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE III BOARD OF DIRECTORS: NUMBER, POWERS, AND MEETINGS

A. Composition and Selection

Section 1. Governing Body, Composition. A Board of Directors, each of whom shall have one (1) vote shall govern the affairs of the Association. Except with respect to directors appointed by the Declarant, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner who is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. INTENTIONALLY LEFT BLANK.

Section 3. INTENTIONALLY LEFT BLANK.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than five (5), as provided in Section 6 below.

Section 5. Nomination of Directors. The Board of Directors shall be recommended by the Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) Members of the Association. The nominating

Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Members shall elect five (5) directors, who shall serve as at-large directors. The directors elected by the Members acting alone and two (2) shall be elected for a term of three (3) years and two (2) for a term of two (2) years and one (1) for a term of one (1) year.

(b) The directors shall be selected by vote of the membership. Each Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled.

At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. The Directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of terms. No Director, Board Member or Officer shall serve more than two (2) consecutive terms.

Section 7. Removal of Directors and Vacancies. Any director may be removed, with or without cause, by the vote of Members representing a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting, at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board and it may appoint a successor, to fill the vacancy for the remainder of the unexpired term.

B. Meetings

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meeting shall be communicated to directors not less than ten (10) days

prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a majority of directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by electronic mail. Notices sent by first class mail shall be deposited into a United States mailbox at least six (6) days before the time set up for the meeting. Notices given by personal delivery, telephone, or electronic mail, shall be delivered at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless as provided by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. INTENTIONALLY LEFT BLANK.

Section 16. Action Without a Formal Meeting. An action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as directed by the Declaration Articles, or these By-Laws to be done and exercised exclusively by the Members or the membership generally. Any expenditure that exceeds fifteen percent (15%) of the annual budget shall require the approval of two-thirds (2/3) of the Owners.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors, or duly appointed sub-committee or assignee, shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) Preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the common expenses;
- (b) Making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Units proportionate Share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month;
- (c) Providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;
- (d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where, appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided,

any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) Making and amending rules and regulations;

(g) Opening of bank accounts on behalf of the Association and designating the signatories required;

(h) Making or contracting for the making of repairs, additions, and improvements to or alterations of the common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) Enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) Paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 18. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (b) and (f) of Section 17 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) If a professional management agent or agents is employed, the approval and passing of the annual operating budget is still the duty and obligation of the Board of Directors.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) Accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) Accounting and controls should conform to generally accepted accounting principles;
- (c) Cash accounts of the Association shall not be commingled with any other accounts;
- (d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finders fees, service fees, prizes, gifts, or otherwise, unless first disclosed and approved by the Board;
- (e) Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) Financial reports shall be prepared for the Association at least quarterly containing:
 - (i) An income statement reflecting all income and expense activity for the preceding period on a cash basis;
 - (ii) A statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) A variance report reflecting the status of all accounts in an “actual” versus “approved” budget format;
 - (iv) A balance sheet as of the last day of the preceding period; and
 - (v) A delinquency report listing all Owners who are delinquent in paying the quarterly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (a quarterly installment of the assessment shall be considered to be delinquent on the thirtieth (30th) day of each month unless otherwise determined by the Board of Directors);

Section 20. Borrowing. With approval of two-thirds (2/3) of the Owners, the Board of Directors may borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility or any capital improvement.

Section 21. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association, through its Board, shall have the right to contract with any person for the performance of various duties and functions.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines against Owners or occupants, which shall be an assessment on the Unit, shall constitute a lien upon the property of the violating Owners, and may be collected in the same manner provided for the

collection of assessments in Article IV of the Declaration. The Board also shall have, the authority to suspend an Owners' right to vote, or to use the Common Area, for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right, of the Board to do so thereafter.

(a) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owners or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

(b) Levy of Fines. The Association is specifically empowered to levy and collect fines, late fees, and recover costs of litigation, including but not limited to attorneys fees, court costs, and witness fees.

ARTICLE IV OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time given written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V COMMITTEES

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VI MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Tennessee law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Tennessee law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Tennessee law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection, by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) Hours and days of the week when such an inspection may be made; and
- (iii) Payment of the cost of reproducing copies of the documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection, by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing, and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. By-laws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of sixty-seven (67%) percent 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. No amendment shall be effective until recorded in the public records of Montgomery County, Tennessee.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 10 day of January, 2014.15

LOT 1:

Dennis A. Weiland
DENNIS A. WEILAND

Judy N. Weiland
JUDY N. WEILAND

LOT 2:

Don Shrader
DON SHRADER

Matilda S. Shrader
MATILDA S. SHRADER

LOT 3:

Martha A. Sears
MARTHA A. SEARS

LOT 4:

PAMELA M. PRICKARD

LOT 5:



HAROLD F. KONVALIKA



MARY V. KONVALINKA

LOT 6:

PATRICIA ANN BATEMAN

LOT 7:



SHELIA B. RUNYON

LOT 8:

MYRTLE F. MATHEWS LIVING TRUST

By: _____
MYRTLE F. MATHEWS, TRUSTEE

LOT 9:



LYNDA WYATT-JOHNSON

LOT 10:



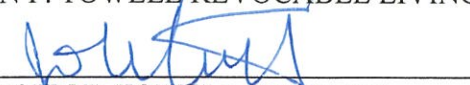
JAMES T. BOWLAND



DIANE B. BUSBEE

LOT 11:

JOHN F. TOWELL REVOCABLE LIVING TRUST AGREEMENT

By: 

JOHN F. TOWELL, TRUSTEE

LOT 12:

Jamie L. Resha
JAMIE L. RESHA

LOT 13:

VANN REVOCABLE LIVING TRUST

By: Harold F Vann
HAROLD F. VANN, TRUSTEE

By: Carolyn C. Vann
CAROLYN C. VANN, TRUSTEE

LOT 14:

RUPERT BAKER
RUPERT BAKER

PATSY BAKER
PATSY BAKER

LOT 15:

Harry E. Crocker signed (see attached)
HARRY E. CROCKER

LOT 16:

Gary W. Norris
GARY W. NORRIS

Joyce T. Norris
JOYCE T. NORRIS

LOT 17:

Garfield L. Davidson
GARFIELD L. DAVIDSON

Bobbie J. Davidson
BOBBIE J. DAVIDSON

LOT 18:

Brenda E. Radford
BRENDA E. RADFORD

Alton W. Radford
ALTON W. RADFORD

LOT 19:

NONA F. CARRECA
NONA F. CARRECA

LOT 20:

THE MABEL H. LARSON REVOCABLE LIVING TRUST ^{M.H.L.}

By: Mabel H. Larson (signed see attached copy)
MABEL H. LARSON, TRUSTEE

LOT 22:

G. Hunter Burney
G. HUNTER BURNEY

Kathleen Burney
KATHLEEN BURNEY

LOT 23:

William P. Grabenstein
WILLIAM P. GRABENSTEIN

Stephanie C. Grabenstein
STEPHANIE C. GRABENSTEIN

LOT 24:

David I. Ussery
DAVID I. USSERY

Nancy L. Ussery
NANCY L. USSERY

LOT 25:

Fred L. Landiss
FRED L. LANDISS

Judy P. Landiss
JUDY P. LANDISS

LOT 26:

Phillip L. Blake
PHILLIP L. BLAKE

Reda W. Blake
REDA W. BLAKE

LOT 27:

Jack B. Turner
JACK B. TURNER

Martha C. Turner
MARTHA C. TURNER

LOT 28:

Jack R. Uffelman
JACK R. UFFELMAN

Suzanne A. Uffelman
SUZANNE A. UFFELMAN

LOT 29:

Keith A. Mersing
KEITH A. MERSING

Donna K. Mersing
DONNA K. MERSING

LOT 30:

LAURA G. STAMPER REVOCABLE LIVING TRUST AGREEMENT

By: Laura G. Stamper, Trustee
LAURA G. STAMPER, TRUSTEE

LOT 31:

Josephine M. Wilson
JOSEPHINE M. WILSON

LOT 32:

Jo S. Comperry
JO S. COMPERRY

LOT 33:

Ann Ross
ANN ROSS

LOT 34:

Lucy Howell McCutchen
LUCY HOWELL MCCUTCHEN

LOT 35:

THE ROSE APPLETON REVOCABLE TRUST

By: _____
ROSE E. APPLETON, TRUSTEE

LOT 36:

Boyce R Meers wife Eva G Meers P.O.A.
BOYCE R. MEERS EVA G. MEERS

LOT 37:

Reece Elliott (signed see attached copy) Karen J. Elliott
REECE ELLIOTT KAREN J. ELLIOTT

LOT 38:

James R. Smith
JAMES R. SMITH

Mary Elaine Smith
MARY ELAINE SMITH

LOT 39:

Martha A. Adkins
MARTHA A. ADKINS

LOT 40:

David H. Chesney
DAVID H. CHESNEY

Kathryn W. Chesney
KATHRYN W. CHESNEY
C REC

LOT 41:

L.C. SIMPSON

LOT 42:

John E. Sneed
JOHN E. SNEED

Nancy H. Sneed
NANCY H. SNEED

LOT 43:

deceased
WILLIAM S. RUDOLPH

Linda B. Rudolph
LINDA B. RUDOLPH

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, DENNIS A. WEILAND and JUDY N. WEILAND, OWNER(S) OF LOT 1 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 13th day of Jan, 2014. 2015

Hannah Wilson
Notary Public

My Commission Expires: 2/13/2018



STATE OF TENNESSEE
COUNTY OF MONTGOMERY



Don Shrader and *Matilda S. Shrader*

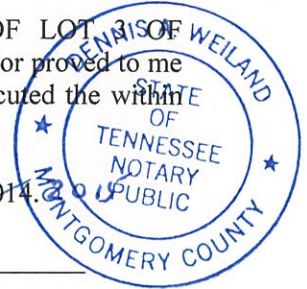
Personally appeared before me, DON SHRADER, and MATILDA S. SHRADER, OWNER(S) OF LOT 2 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 17 day of December, 2014.

Kara D Smith
Notary Public
My Commission Expires: 12/14/16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, MARTHA A. SEARS, OWNER(S) OF LOT 3 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.



WITNESS MY HAND, at office, this the 10 day of January, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

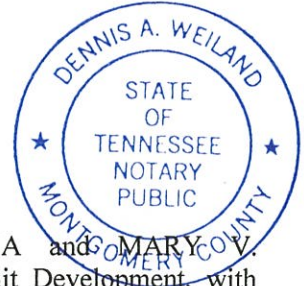
STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, PAMELA M. PICKARD, OWNER(S) OF LOT 4 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the ___ day of _____, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF MONTGOMERY



Personally appeared before me, HAROLD F. KONVALINKA and MARY KONVALINKA, OWNER(S) OF LOT 5 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3/15/16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

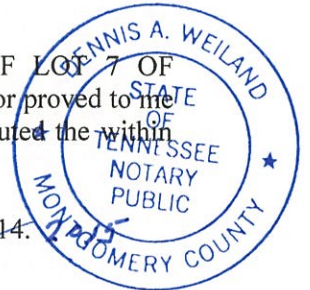
Personally appeared before me, PATRICIA ANN BATEMAN, OWNER(S) OF LOT 6 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the ___ day of _____, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, SHELIA B. RUNYON, OWNER(S) OF LOT 7 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.



WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3/15/16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, MYRTLE F. MATTHEWS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained and who further acknowledged that she is the Trustee of Myrtle F. Matthews Living Trust, the maker, or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this the ____ day of _____, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, LYNDA WYATT-JOHNSON, OWNER(S) OF LOT 9 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

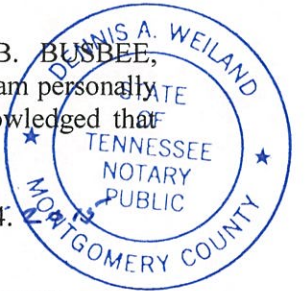


STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, JAMES T. BOWLAND and DIANE B. BUSBEE, OWNER(S) OF LOT 10 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

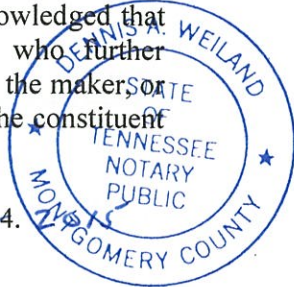
WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16



STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, JOHN F. TOWELL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Trustee of the John F. Towell Revocable Living Trust, the maker, or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

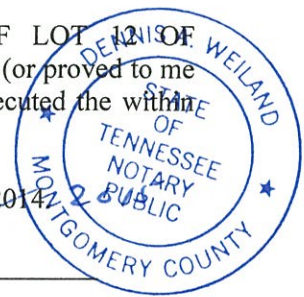


WITNESS MY HAND, at office, this the 10 day of January, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, JAMIE L RESHA, OWNER(S) OF LOT 12 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

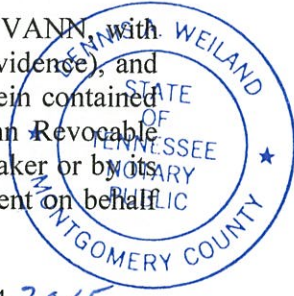


WITNESS MY HAND, at office, this the 10 day of January, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, HAROLD F. VANN and CAROLYN C. VANN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained and who further acknowledged that they are the Trustees of the Harold F. Vann Revocable Living Trust, the maker, or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.



WITNESS MY HAND, at office, this the 10 day of January, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, RUPERT BAKER and PATSY BAKER, OWNER(S) OF LOT 14 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the ____ day of _____, 2014.

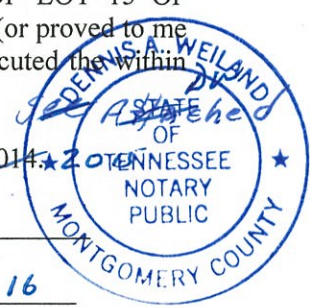
Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, HARRY E. CROCKER, OWNER(S) OF LOT 15 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 15 day of October, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

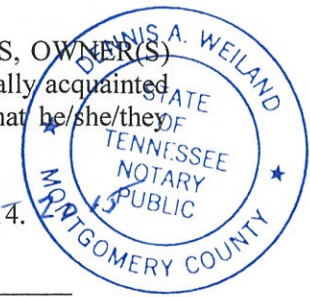


STATE OF TENNESSEE
COUNTY OF MONTGOMERY

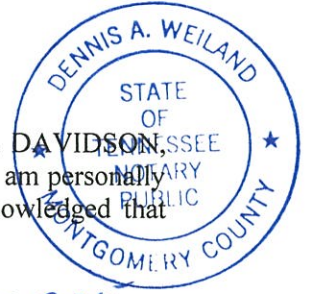
Personally appeared before me, GARY W. NORRIS and JOYCE T. NORRIS, OWNER(S) OF LOT 16 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of January, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16



STATE OF TENNESSEE
COUNTY OF MONTGOMERY

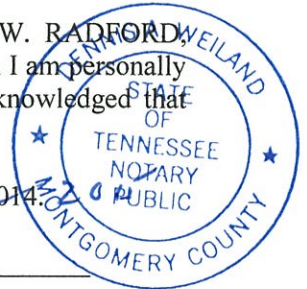


Personally appeared before me, GARFIELD L. DAVIDSON and BOBBIE J. DAVIDSON, OWNER(S) OF LOT 17 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY



Personally appeared before me, BRENDA E. RADFORD and ALTON W. RADFORD, OWNER(S) OF LOT 18 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, NONA F. CARRECA, OWNER(S) OF LOT 19 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the ____ day of _____, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

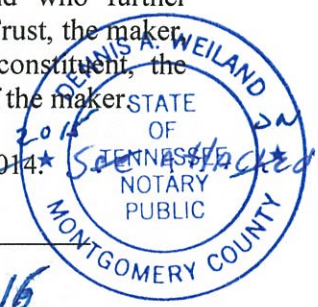
Personally appeared before me, MABEL H. LARSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained and who further acknowledged that she is the Trustee of the Mabel H. Larson Revocable Living Trust, the maker or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker,

WITNESS MY HAND, at office, this the 15 day of OCTOBER, 2014.

Dennis Weiland

Notary Public

My Commission Expires: 3-15-16



STATE OF TENNESSEE
COUNTY OF MONTGOMERY

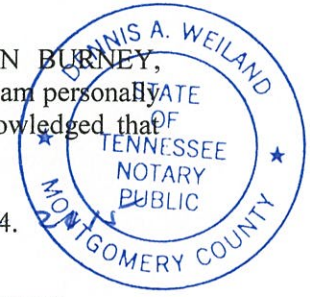
Personally appeared before me, G. HUNTER BURNEY and KATHLEEN BURNEY, OWNER(S) OF LOT 22 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland

Notary Public

My Commission Expires: 3-15-16



STATE OF TENNESSEE
COUNTY OF MONTGOMERY

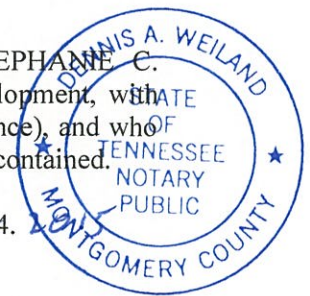
Personally appeared before me, WILLIAM P. GRABENSTEIN and STEPHANIE C. GRABENSTEIN, OWNER(S) OF LOT 23 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland

Notary Public

My Commission Expires: 3-15-16

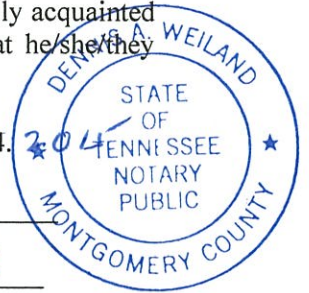


STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, DAVID L. USSERY and NANCY L. USSERY, OWNER(S) OF LOT 24 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

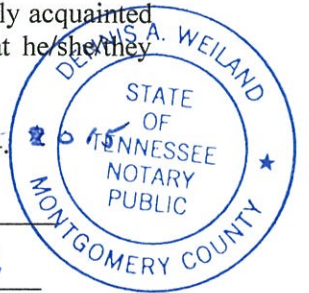


STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, FRED L. LANDISS and JUDY P. LANDISS, OWNER(S) OF LOT 25 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

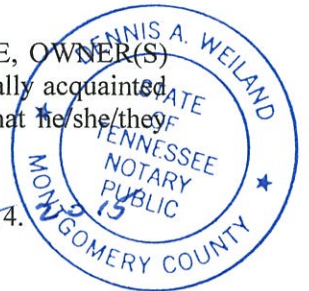


STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, PHILLIP L. BLAKE and REDA W. BLAKE, OWNER(S) OF LOT 26 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16



STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, JACK B. TURNER and MARTHA C. TURNER, OWNER(S) OF LOT 27 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

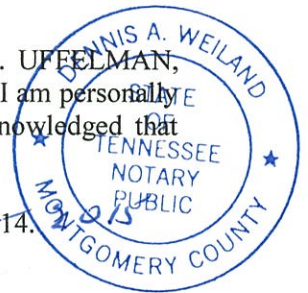


WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, JACK R. UFFELMAN and SUZANNE A. UFFELMAN, OWNER(S) OF LOT 28 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

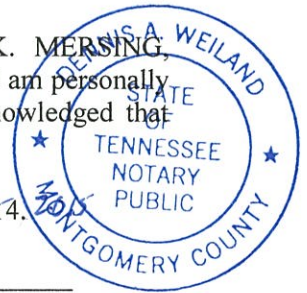


WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, KEITH A. MERSING and DONNA K. MERSING, OWNER(S) OF LOT 29 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

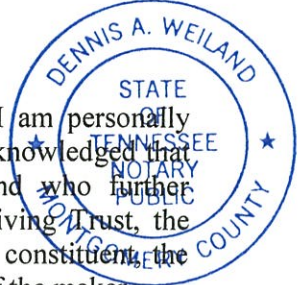


WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014.

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, LAURA G. STAMPER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained and who further acknowledged that she is the Trustee of the Laura G. Stamper Revocable Living Trust, the maker, or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.



WITNESS MY HAND, at office, this the 10 day of January, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, JOSEPHINE M. WILSON, OWNER(S) OF LOT 31 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

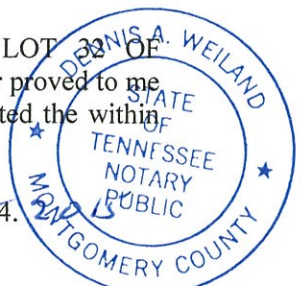


WITNESS MY HAND, at office, this the 15 day of October, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, JO S. COMPERRY, OWNER(S) OF LOT 32 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

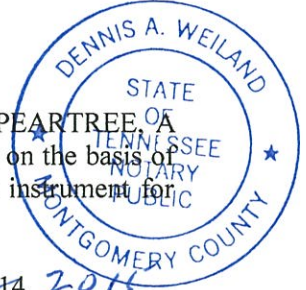


WITNESS MY HAND, at office, this the 10 day of January, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, ANN ROSS, OWNER(S) OF LOT 33 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

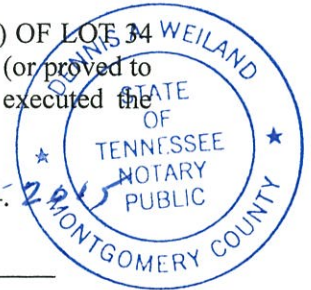


WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2014

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, LUCY HOWELL MCCUTCHEN, OWNER(S) OF LOT 34 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.



WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2014

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

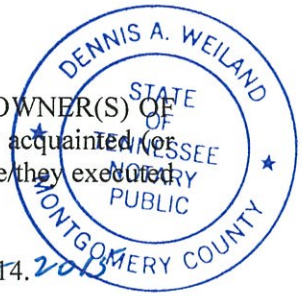
Personally appeared before me, ROSE E. APPLETON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained and who further acknowledged that she is the Trustee of the Rose E. Appleton Revocable Living Trust, the maker, or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this the ____ day of _____, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, BOYCE R. MEERS and EVA G. MEERS, OWNER(S) OF LOT 36 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.



WITNESS MY HAND, at office, this the 15 day of October, 2014. 2015

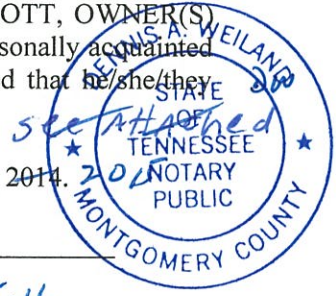
Dennis Weiland

Notary Public

My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, REECE ELLIOTT and KAREN J. ELLIOTT, OWNER(S) OF LOT 37 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.



WITNESS MY HAND, at office, this the 15 day of October, 2014. 2015

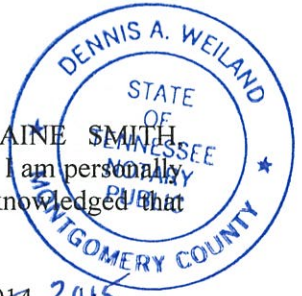
Dennis Weiland

Notary Public

My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, JAMES R. SMITH and MARY ELAINE SMITH, OWNER(S) OF LOT 38 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.



WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2015

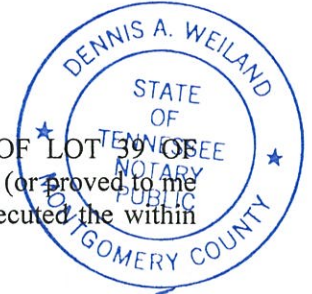
Dennis Weiland

Notary Public

My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, MARTHA A. ADKINS, OWNER(S) OF LOT 39 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

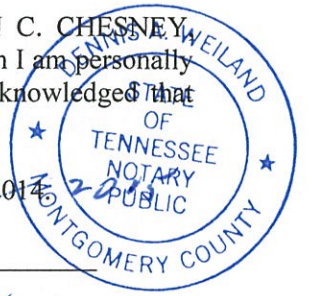


WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, DAVID H. CHESNEY and KATHRYN C. CHESNEY, OWNER(S) OF LOT 40 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.



WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2015

Dennis Weiland
Notary Public
My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, L.C. SIMPSON, OWNER(S) OF LOT 41 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the ____ day of _____, 2014.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF MONTGOMERY



Personally appeared before me, JOHN E. SNEED and NANCY H. SNEED, OWNER(S) OF LOT 42 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2015

Dennis Weiland

Notary Public

My Commission Expires: 3-15-16

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, WILLIAM S. RUDOLPH and LINDA B. RUDOLPH, OWNER(S) OF LOT 43 OF PEARTREE, A Planned Unit Development, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of JANUARY, 2014. 2015

Dennis Weiland

Notary Public

My Commission Expires: 3-15-16

