

Disclaimer: The Covenants and Restrictions (C&Rs), bylaws, and other related information provided here are for reference purposes only and may not reflect the most current or accurate information. We strongly recommend contacting your Homeowners Association (HOA) for the latest updates and clarifications. Wright Realty assumes no liability for errors, omissions, or discrepancies in the C&Rs, bylaws, or any other provided information. It is the responsibility of the buyer to verify all details with the HOA.

↓ CONTINUE BELOW TO COVENANTS & RESTRICTIONS ↓

*See Amendment in Deed
Book 184 page 59. 11-21-97
By ca. Hada (ms)*

*See agreement
Rb. 265 Page 661.
4-22-03 On. Smith
Lot 13E*

BRYSON CREEK

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 30th day of March, 1994, by BRYSON CREEK, INC., a Tennessee corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of certain property located in the County of Hardin, State of Tennessee, described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities on the Property and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Property, to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will incorporate under the laws of the State of Tennessee as Bryson Creek Owners Association, Inc., a non-profit, non-stock corporation, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, hypothecated or encumbered, used and occupied, subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "Association" shall mean and refer to Bryson Creek Owners Association, Inc., a non-profit, non-stock corporation incorporated under the laws of the State of Tennessee, its

13. "Common Area" shall mean all real property, easements and property rights owned or assigned to the Association for the common use and enjoyment of the Members of the Association, referred to as Lot 27.

ARTICLE II

THE PROPERTY

Section 1. PROPERTY SUBJECT TO DECLARATION. The Property shall be held and used subject to this Declaration.

Section 2. ROADS AND UTILITIES. The roads within the Property are public property. Pipes, lines, cables, other means of utility service, etc. shall also be public property.

ARTICLE III

PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to dedicate or transfer all or any part of the Common Area including, without limitation, roads and easements, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer of all or any part of the Common Area shall be effective unless agreed to by Declarant until such time as the Class B membership terminates as provided in Article V, Section 2 B, hereof.

B. The right of the Association to suspend any enjoyment rights of any Member for any period in which any assessments remain unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

C. The right of the Declarant and of the Association to create, protect and maintain the private easements and rights-of-way on, over and across the Lots on Property, as referenced on Exhibit "A" attached hereto and incorporated herein by reference.

D. The right of the Declarant and the Association (but not the obligation) to approve, protect, maintain and inspect the improvements and any perimeter fence, wall and

required for Membership. When more than one Person holds such interest or interests in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. In the event Joint Owners of a Lot have not determined among themselves as to the mode and manner of a vote, then, in that event, the vote associated with that Lot shall be excluded. Any resubdivision of the original Lot as as permitted herein wherein additional Lots are created, or as to Lots 9, 10, 11, 21, 22 and 23 where more than one residential unit is constructed, the number of votes allowed said original Lot shall be increased, and the Owner of each subdivided Lot or Owner of each zero lot line residence shall be entitled to one (1) vote for each subdivided Lot or zero lot line residence.

B. Class B Member shall be the Declarant, who shall be entitled to twenty (20) votes for each Lot in which it holds the interest required for Membership. The Class B Membership rights shall cease and be conveyed to Class A Membership upon the happening of either of the following events, whichever occurs earlier:

a. When the total votes outstanding in Class A Membership equal the total votes in Class B Membership; or

b. Upon filing of record an Affidavit by Declarant assigning to Class A Members all of the rights and privileges of the Class B Member.

From and after the happening of these events, whichever occurs first, the Class B Member shall be deemed to be a Class A Member, entitled to one (1) vote for each Lot in which it holds the interest required for such Membership.

Section 3. VOTING. At every meeting of the Members, each of the Members shall have the right to cast his vote as defined by Article V, Section 2, on each question. The vote of the Members representing a fifty-one (51%) percent majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless an objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which

Section 2. PROPORTIONATE SHARE OF ASSESSMENT AND CARRYING CHARGES OF THE ASSOCIATION. All assessments for the purposes as herein provided shall be assessed on a pro rata basis based on the total number of Lots in the Development when finally complete.

Section 3. ANNUAL ASSESSMENTS AND CARRYING CHARGES OF THE ASSOCIATION. Each Class A Member and the Class B Member of the Association shall pay to the Association a sum (herein sometimes referred to as "Assessments" or "Carrying Charges") equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, payable either in monthly or annual installments as so determined by the Board of Directors, including, but in no way limited, to the following:

A. The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any;

B. The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

C. The cost of extended liability insurance and the cost of such other insurance as the Association may determine;

D. The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements;

E. The estimated cost of repairs, maintenance and replacements of any easements and improvements to Common Areas as called for herein.

The Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

For each Lot, the annual assessments shall first be imposed for 1994 and shall become due on the date of the closing of the sale of said Lot from the Declarant to the Owner. Assessments shall be prorated for the year of said sale. The annual assessment for 1994 shall be equal to \$5.00 per month, or \$60.00 for the year.

with such penalty or "late charge" as the said board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots, then belonging to said Member; in either of which events, the Association may collect from the said Member interest, costs and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Lot Owner grants the Board of Directors of the Association irrevocably the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such public sale if and only if such sale is made subordinate to any prior recorded mortgage or deed of trust upon the Lot. The Association is hereby authorized to take any and all courses of action available to them for collection of the assessment which the laws of the State of Tennessee allow. Any such sale shall be made after first advertising the sale of said property for twenty-one (21) days by three (3) weekly publications in a newspaper of general circulation in the County of Hardin, State of Tennessee, giving notice of time and place of such sale and by written notice of the time and place of such sale of the Owner's Lot. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, homestead and dower and all other exemptions, all of which are expressly waived by the Lot Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot, and prior recorded mortgages or deeds of trust. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the Property and the expenses of litigation, attorneys' fees and sales commission; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust; and third, to the payment of all amounts due the Association under the terms of the Declaration and By-Laws; and the balance, if any, to the Lot Owner whose Lot is sold, and his assigns. Upon any default in the payment of any assessment, the Board of Directors shall have the right to all rents, issues and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as the mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors or a Lot Owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and By-Laws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it

thereof, shall likewise be a default in such mortgage or deed of trust (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage or deed of trust shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage or deed of trust (or the indebtedness secured thereby) by reason of this Article shall not be altered, modified, or diminished by reason of such failure.

ARTICLE VII

ARCHITECTURAL AND BUILDING RESTRICTIONS

Section 1. **ARCHITECTURAL CONTROL COMMITTEE.** The board of directors of the Association shall appoint an "Architectural Committee" which shall be composed of three (3) or more individuals designated by Declarant. The affirmative vote of a majority of the membership of the Architectural Committee shall be required to adopt or promulgate any rule or regulation or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein.

The initial Architectural Committee shall be composed of:

Bradford Miller
Robert W. Smith
Alice M. Wasson

Section 2. **APPROVALS NECESSARY, RULES OF COMMITTEE AND REMEDIES FOR VIOLATION.** No structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within the Bryson Creek community, nor shall any existing structure, fence or barrier upon any section be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include: (1) a site plan of the Lot showing the nature, exterior, color scheme, kind, shape, height, materials and location with respect to said Lot section (including proposed front, rear and side setback) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot; and (2) grading and landscaping plans for the particular Lot. Unless this Declaration is amended to provide for the cessation of the Architectural Committee, the Architectural Committee shall exist for the term of this Declaration, including any extensions as provided herein, unless amended by an instrument signed by a

officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such in the Office of the Register of Hardin County, Tennessee.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure, and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such certificate shall be at the expense of the Owner or Owners of such Lot. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrances in good faith and for value or as to any title insurer, such certificate shall be conclusive evidence that all structures on the section and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the Architectural Committee exercises any discretionary or interpretive powers.

Any agent of Declarant or the Architectural Committee may, at reasonable times, enter upon and inspect any section and any improvements thereof for the purposes of ascertaining whether the maintenance of such section and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any Owner of any Lot contained within said section in the community shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any section or Lot in the community. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. DEVELOPMENT OF LOTS. The Board of Directors of the Association shall have the responsibility of enforcing the restrictions set forth in this Article for the development or redevelopment of each Lot.

Section 4. SETBACK LINES. Setback lines shall be no less than 25 feet in the front yard (except for Lots bordering on Pickwick

permissible for Declarant to maintain, during the period of the sale of said Lots or the Property described in Exhibit "A", upon such portion of the premises as Declarant deems necessary, such facilities, as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.

C. **Nuisances and Uses.** No billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof.

D. **Business Activity.** No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns, during the development and sales period of Lots or the Property.

E. **Obnoxious Activity.** No obnoxious or offensive trade or activity shall be carried on upon any Lot in this subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision.

F. **Building Material Storage.** No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the street.

G. **Commercial Excavation.** No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Board of Directors is obtained.

H. **Yard Elements.** Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot. Any and all equipment, air conditioner condensers, woodpiles, garbage cans, refuse or storage piles placed on any Lot, whether temporary or permanent, shall be walled in to conceal the same from view of neighboring Lots, roads, streets and open areas. Plans for all screening walls and enclosures must be approved by the Board of Directors.

the easements shall be granted by the Board of Directors of the Association.

Q. **Resubdivided Lots and Zero Lot Line Lots.** Lots 1 and 2 may each be resubdivided into not more than five (5) residential lots, each having more than 1,000 square feet. All residences constructed on Lot 1 shall face to the north. Lots 3 through 8, 12 through 20 and 24 through 26 may be resubdivided, but may only have one residence per acre. Any residence constructed on Lots 3 through 13 and 21 through 26 shall have a minimum square footage of 1,000 square feet, and any residence constructed on Lots 14 through 20 shall have a minimum of 1,500 square feet. Any resubdivision shall be accomplished by recording a plat showing said resubdivided lots. However, any resubdivision shall only be made in conformance with state and county zoning and health laws and regulations.

R. **Animals and Pets.** No animals, reptiles, livestock (except horses for non-breeding purposes) or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except dogs, cats and other household pets, (exclusive of any reptiles or animals aforementioned) which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or use. Horses shall not be allowed on the Property at any time. No pets shall be permitted outside of the boundaries of the Owner's Lot unless accompanied by their Owner and on a leash. The Association, or any individual resident, may take appropriate measures to insure compliance with these provisions, including having the animal picked up by the metropolitan authorities.

S. **Additional and Separate Restrictions.** The Declarant reserves unto himself the right to impose additional and separate restrictions at the time of sale of any of the Lots sold by the Declarant, which said restrictions may not be uniform, but may differ as to different plots.

T. **No Violation of New Rules.** There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby authorized to adopt such rules.

U. **Noise Pollution.** No exterior intercom sound system or amplification systems shall be used to transmit sounds of any kind so as to create a noise nuisance.

V. **Timely Completion.** From commencement to completion (occupancy), the development of a residence or any approved structure shall be substantially completed in

health, safety, convenience and/or welfare of the Owners of the Lots and the Declarant.

Section 3. GENERAL EASEMENT. The Declarant, so long as it shall retain record title to any Lot or the Common Areas or the Property described in Exhibit "A", and the Association reserves the right and easement to the use of the Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or any other Lot or the Common Area.

Section 4. SPECIFIC EASEMENT. An easement is hereby granted to the Declarant and the Association, ten (10) feet wide on all Lots of the Residential Community, immediately adjacent to all roads and rights-of-way, for the orderly maintenance, preservation and enjoyment of the Owners of the Lots, or for the preservation of the health, safety, convenience and/or welfare of the Owners of the Lots, all as determined by the Association and the Declarant. Provided, however, the Board of Directors of the Association shall have the right to review the easement on any Lot, on a lot-to-lot basis, and remove the ten (10) feet wide easement as may be deemed necessary by said Board of Directors.

Section 5. INGRESS AND EGRESS. An easement is hereby granted to all police, fire protection, ambulance, garbage collection and U. S. Postal Service persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any dwelling to perform the duties of maintenance and repair of the dwelling or Common Area provided for herein. Should any utility request a specific easement by separate, recordable document as to the Property, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easements on said premises.

Further, an easement is granted to each Owner to enter on or cross over such necessary portion of an adjoining Lot for the sole purpose of repairing, maintaining or restoring each Owner's Lot and all improvements located thereon. Any Owner that shall enter on or cross over an adjoining Lot for such purpose of repairing, maintaining and restoring such Lot and improvements thereon shall at all times be responsible to restore the property of the adjoining Owner to the same condition as it was immediately prior to such entry, and any entry by an Owner upon an adjoining Lot for the purposes herein expressed shall be after written notice has been given the adjoining Lot Owner and the Association at least five (5) days prior to such entry.

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

Section 5. ASCERTAINMENT AND DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recording this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the Lots has been recorded agreeing to changes herein.

Section 6. CHANGES BY DECLARANT. The provisions of this Declaration of Covenants, Conditions and Restrictions, the By-Laws, or the Charter, irrespective of any other provision herein contained, may be amended by Declarant without vote or notice to any Lot Owner at any time within five (5) years after the date of recording of this Declaration of Covenants, Conditions and Restrictions.

Declarant, for itself, its successors or assigns, hereby reserves the right to annex additional property within the vicinity of the Property.

The addition(s) of additional property shall be made by the filing of record of one or more amendments to this Declaration of Covenants, Conditions and Restrictions. Assessments and votes pertinent to additional property shall be upon annexation, and the Common Areas of the additional property will be deeded to the Association at the time of filing the Declaration. All intended improvements of additional property must be substantially completed prior to annexation. All taxes and other assessments relating to additional property, covering any period prior to the addition of such property, must be paid or otherwise satisfactorily provided for by Declarant. Declarant reserves, for itself, the right to dedicate, transfer or create easements between the Property and such additional property for the benefit of such additional property without the consent of any Owner of the Association for a period of ten (10) years after the date of the recording of this Declaration.

In the event of a merger or consolidation of another association with the Association, its properties, rights and obligations may, as provided in its Charter or by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corpora-

BRICESON CREEK SUBDIVISION

A tract or parcel of land lying and being situated in the 5th Civil District of Hardin County, being more particularly described as follows:

BEGINNING on TVA monument HA-55, being the southeast corner of the herein described tract and a point in the north boundary of Shiloh Falls Subdivision;

RUNS THENCE S 89° 37' 14" W, a distance of 833.16 feet, along and with a common boundary with Shiloh Falls Subdivision, to an iron rod;

RUNS THENCE N 00° 14' 59" E, a distance of 707.23 feet, continuing along and with said Shiloh Falls Subdivision boundary, to an iron rod;

RUNS THENCE N 89° 04' 05" W, a distance of 2271.63 feet, continuing along and with said Shiloh Falls Subdivision, to a 5' Post;

RUNS THENCE N 03° 45' 35" W, a distance of 1795.00 feet, to an iron pin;

RUNS THENCE N 87° 45' 58" W, a distance of 698.39 feet, to an iron rod;

RUNS THENCE N 00° 00' 00" E, a distance of 112.22 feet, to an iron rod;

RUNS THENCE N 69° 40' 12" E, a distance of 224.39 feet, to an iron rod;

RUNS THENCE N 00° 00' 00" E, a distance of 90.61 feet, to an iron rod being the southwest corner of Woods at Pickwick Subdivision;

RUNS THENCE S 89° 33' 04" E, a distance of 1847.79 feet, along and with the south boundary of said Woods at Pickwick Subdivision, to TVA Monument HA-51;

RUNS THENCE S 03° 02' 31" E, a distance of 183.30 feet, to an iron rod;

RUNS THENCE S 88° 30' 32" E, a distance of 1975.57 feet, along and with the common boundary with State of Tennessee property, to an iron rod;

Exhibit 'A'

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37243-0306

EG 1278

DATE: 03/23/94
REQUEST NUMBER: 2818-1637
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 03/23/94 1052
EFFECTIVE DATE/TIME: 03/23/94 1052
CONTROL NUMBER: 0277179

TO:
JOHNSON, GRUSIN, KEE & SURPRISE
SUITE 202
780 RIDGE LAKE BLVD.
MEMPHIS, TN 38120

RE:
BRYSON CREEK OWNERS ASSOCIATION, INC.
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 03/23/94

FROM:
JOHNSON, GRUSIN, KEE & SURPRISE, P.C.
SUITE 202
780 RIDGE LAKE BLVD.
MEMPHIS, TN 38120-0000

RECEIVED: FEE \$50.00 TAX \$50.00
TOTAL PAYMENT: \$100.00

RECEIPT NUMBER: 00001629300
ACCOUNT NUMBER: 00185865



EXHIBIT "B"

RILEY C. DARNELL
SECRETARY OF STATE

RECEIVED
 STATE OF TENNESSEE
 MAR 23 1952
 BUREAU OF REVENUE
 SECRETARY OF STATE

an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

9. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

10. Amendment to this Charter shall require the assent of two-thirds (2/3) percent of the entire membership.

11. The purposes for which the corporation is organized are to provide for maintenance, preservation and architectural control of the Lots within a tract of land situate in the County of Hardin, State of Tennessee, known as Bryson Creek Estates, as described in that certain Declaration of Covenants, Conditions and Restrictions for Bryson Creek to be filed of record in the Register's Office of Hardin County, Tennessee, hereinafter called the "Declaration," and to promote the health, safety and welfare of the occupants within the described property and any additions thereto as may hereafter

10:18:08 4/25/94

RECEIVED

for breach of fiduciary duty as a director. Notwithstanding, however, such director may become liable for ~~the same~~ **US\$ 123,456.52**

a. Any breach of the director's duty of loyalty to the corporation or its shareholders;

b. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; or

c. Distributions which would be violative of Tenn. Code Ann. §48-58-304 and any and all amendments thereto.

13. Notice and quorum requirements shall be in accordance with the provisions of the Association's By-Laws.

Dated: March 22, 1994


David J. Johnson, Incorporator

EG1278

SHELBY COUNTY
REGISTER OF DEEDS
94 MAR 25 AM 11:00

No.	EG 1278
D/C	D DR # 6
Pgs	5
Vol	
STATE TAX	
REGISTER'S FEE	
RECORDING FEE	5.00
WT ☐ MISC FEE	
TOTAL	
STATE OF TENNESSEE SHELBY COUNTY GUY D. BATES REGISTER	

that event, the vote associated with that Lot shall be excluded. Any resubdivision of the original Lot as permitted in the Declaration wherein additional Lots are created, or as to those certain Lots where more than one residential unit is constructed as permitted in the Declaration, the number of votes allowed said original Lot shall be increased, and the Owner of each subdivided Lot or Owner of each zero lot line residence shall be entitled to one (1) vote for each subdivided Lot or zero lot line residence.

Class B Member(s) shall be Declarant, who shall be entitled to twenty (20) votes for each Lot in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership upon the first to occur of: (a) when the total votes outstanding in the Class A membership are equal to the total votes outstanding in the Class B membership; or (b) upon filing of record an affidavit by Declarant assigning to Class A Members all the rights and privileges of the Class B Member(s). From and after the happening of these events, whichever occurs first, the Class B Member(s) shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1, except as otherwise provided in the Declaration.

Section 3. Lien and Other Rights. The Association shall have a lien on the outstanding Class A memberships in order to secure payment of any sums which may become due from the holders thereof to the Association for any reason whatsoever. In addition, for such time as any sums may be due, the Member who fails to pay such sum shall not be entitled to any rights or privileges appertaining to such membership, including use of any recreational facilities, the Common Areas or ingress or egress to the Property.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each Member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the Members an amount equal to a pro rata share based on the number of Lots.

ARTICLE IV

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the Members of the Association shall be held within fifteen (15) months of the date on which the Declaration of Covenants, Conditions and Restrictions is recorded in the Register's Office of

(1/2) of the required quorum at the preceding meeting (provided that a quorum shall never consist of less than one-tenth (1/10) of the total number of votes entitled to be cast by all Members). When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, provided that the period of adjournment shall not exceed thirty (30) days.

Section 7. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote as defined by Article III, Section 2, on each question. The vote of the Members representing a fifty-one (51%) percent majority of the total votes entitled to be cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Charter, or the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Members shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 8. Proxies. Any Member may appoint any other Member or the Declarant or any other person permitted by law or by these By-Laws as his proxy. In no case may any Member (except the Declarant) cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by these By-Laws.

Section 9. Written Consent. Whenever the vote of Members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration or these By-Laws, such meeting and vote may be dispensed with if all Members who would have been entitled to vote upon such action consent in writing to such action being taken.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the Members shall be as follows:

- a. Roll call and certificates of proxies;

To provide for the:

a. Care and upkeep of the Common Areas and to administer the activities and enforcement of the restrictions of Bryson Creek and any other properties or activities charged to the care of the Association.

b. Establishment and collection of assessments and/or carrying charges from the Members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

c. Designation, hiring and/or dismissal of the personnel necessary for the good working order of the residential community and to provide services for Bryson Creek in a manner consistent with law and the provisions of these By-Laws and the Declaration.

d. Promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the residential community as are designated to prevent unreasonable interference with the use and occupancy of Bryson Creek by the Members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 4. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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 not less than the number of vacancies that are to be filled. Such nominations may be made from Members or non-members.

Section 5. Election and Term of Office. The term of the directors named herein shall expire when their successors have been elected at the first annual meeting of Members and are duly qualified. At the first annual meeting of the Members, the Members shall determine the number of directors, consistent with these By-Laws, who shall constitute the Board of Directors, and shall elect a Board of Directors to serve until the next annual meeting.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the directors are present and remain present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of Members, the officers of the Association need not be Members of the Association. The directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office at the pleasure of the Board of Directors.

which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or Bryson Creek (except to the extent that such officers or directors may also be Owners of Lots within Bryson Creek) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the residential community. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association (excluding the Declarant) in which one or more of the directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

a. The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

b. The contract or transaction is commercial reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Owner or occupant, to enter upon any Lot at any hour considered to be reasonable under the circumstances.

ARTICLE IX

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting Bryson Creek and its administration and shall specify the maintenance and repair expenses incurred. The amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 3. Auditing. At the close of each fiscal year, the Board of Directors may require that the books and records of the Association be audited by an independent certified public accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. If such report is required and prepared, the Association shall furnish its Members, and the holders of any mortgages or deeds of trust, requesting same within ninety (90) days from date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the Members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any mortgage on any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as Members.

Section 5. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.

of the State of Tennessee, the provisions of the statute shall control.

Oliver M. Wason
Secretary

14

STATE OF TENNESSEE, HARDIN COUNTY, REGISTER'S OFFICE

Transfer Tax 0
Mortgage Tax 1.72.00
Recording Fee 92.55
Receipt No. 9255

I, Joyce Hoesa, Register of said county, do certify that the within instrument was filed for record on the 31 day of Mar, 1994, at 1:42 o'clock P.M. and noted in Note Book 27, Page 45 and recorded in Book 159, Page 713.
Joyce Hoesa (MS)
Register

755

ACKNOWLEDGMENT/AGREEMENT
OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BRYSON CREEK ESTATES SUBDIVISION

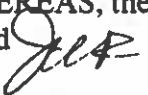
THIS ACKNOWLEDGMENT/ AGREEMENT is entered into as of this 27 day of January, 2003 by and between **Wendell Seelig d/b/a Pickwick Lake Builders** (hereinafter "Seelig") and **James W. Fegley, Jr.** (hereinafter "Fegley").

RECITALS:

WHEREAS, Fegley is the title owner of certain real property as is more particularly described on "Exhibit A," attached hereto and incorporated herein by reference, as evidenced by Warranty Deed of record in the Register's Office for Hardin County, Tennessee at Record Book 205, Page 453 (hereinafter "The Property"); and

WHEREAS, Fegley is aware that the above described deed of conveyance expressly states that the Property was unencumbered except by, inter alia, "the declaration of covenants, conditions and restrictions affecting the Bryson Creek Estates Subdivision (hereinafter "the Subdivision") of record in Deed Book 159, Page 713, as amended;" and

WHEREAS, Seelig is the title owner of a substantial number of lots in the Subdivision;
and

WHEREAS, the parties acknowledge the homeowner's association charter has been revoked; and 

WHEREAS, Fegley desires to build and construct a house on the Property (hereinafter "the house"); and

WHEREAS, Fegley and Seelig desire to acknowledge and agree that the house to be constructed shall be done so in a manner not to be in violation of any covenant, condition and restriction which may be applicable to the Property.

NOW THEREFORE, in consideration of the Recitals as herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties

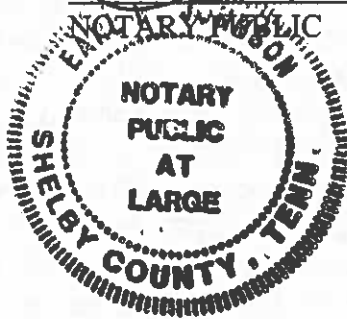
**STATE OF TENNESSEE
COUNTY OF SHELBY**

On this 28 day of **January**, 2003 before me personally appeared **Wendell Seelig**, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be his free act and deed.

WITNESS my hand and Notarial Seal at office this 28 day of **January**, 2003.

0070

My commission expires:



**My Commission Expires
5-11-04**

N 26°41'36" W
73.24
POINT

SUBSURFACE SEWAGE DISPOSAL RESTRICTIONS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

The following General and Individual Lot Restrictions are based upon use of a conventional subsurface sewage disposal system in accordance with the current regulations of the Department. Lot owners may request modification of the restrictions based on use of a lift pump, alternative system, or other changes not considered in the original evaluation. Significant modification if granted by the Department, shall be recorded by the lot owner prior to permit issuance and/or start of construction.

N 50°
5

General Restrictions

1. All lots are evaluated for and restricted to the maximum number of bedrooms (BR) stated in a single family dwelling unit. Splitting the bedrooms among additional units will be considered based upon submittal of an individual lot site plan, unless otherwise restricted.
2. Cutting or filling of any lot or disposal area without prior consent of this Department may render any previous approval invalid.
3. Setback distances from property lines (PL) unless otherwise stated.
4. Prior to the initiation of any construction the lot owner shall apply for and obtain a lot specific subsurface sewage disposal permit from the Department.
5. All driveways and underground utilities shall follow the property lines unless otherwise approved by the Department.
6. All lots are evaluated for above grade structures. The use of basements other below grade facilities or plumbing stubout inverts deeper than six inches below grade may reduce the number of bedrooms available and/or require the use of a lift pump.

ADDITIONAL INDIVIDUAL LOT RESTRICTIONS

WOODS AT PICKWICK

PHASE 5

LOTS 35 - 42

LOTS	BEDROOMS	RESTRICTIONS
Lot 35	4 BR Maximum	House built on previous permit
Lot 36	3 BR Maximum	Maximum 50 feet front setback off either road
Lot 37	3 BR Maximum	Maximum 125 feet front setback
Lot 38	3 BR Maximum	Maximum 100 feet front setback
Lot 39	4 BR Maximum	Maximum 125 feet front setback
Lot 40	3 BR Maximum	Maximum 60 feet setback off Brittany Cove
Lot 41	3 BR Maximum	Maximum 70 feet front setback. Maximum 30 feet setback off Lot #40 property line
Lot 42	5 BR Maximum	House to be located at reasonably high site on lot

Approval is hereby granted for Lots 35-42, defined as Woods at Pickwick, Phase V, Hardin County, Tennessee, as being suitable for subsurface sewage disposal with the listed or attached general and individual lot restrictions.


James C. Williams
Tennessee Department of Environment and Conservation
Division of Ground Water Protection
Environmental Specialist

2-4-00
Date

