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BATCH: 80684

05/27/2014 - 11:04:38 AM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 195.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 197.00

STATE OF TENNESSEE, CUMBERLAND COUNTY

JUDY GRAHAM SWALLOWS

REGISTER OF DEEDS

This Instrument Prepared by: Lyle Livasy, Lake Catherine Townhomes Board Member, at 315 Lake Catherine Cir, Fairfield Glade, TN 38558 Lyle Livasy

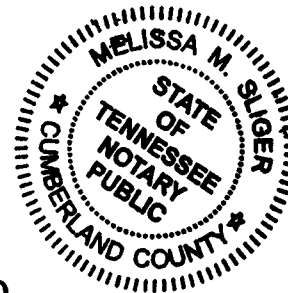
STATE OF TENNESSEE  
COUNTY OF CUMBERLAND

Before me, the undersigned Notary Public in and for the County and State last aforesaid, personally appeared Lyle Livasy to me known and known to be a Board Member of the Lake Catherine Townhomes Property Owners Association, and acknowledged before me that he prepared the above and foregoing instrument pursuant to the authority duly given, and he further acknowledged said writing to be the act and deed of said Corporation.

Witness my hand and notaries seal in the County and State aforesaid, this 27th day of May, 2014.

Melissa M. Sliger  
Notary Public

My Commission Expires:  
8-5-15



AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

LAKE CATHERINE TOWNHOMES

CUMBERLAND COUNTY  
STATE OF TENNESSEE

mail  
Don Graham  
342 Lake Catherine  
Circle  
Crossville, TN  
38558

This Amended and Restated Supplement Declaration of Covenant and Restrictions for Lake Catherine Townhomes is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Lake Catherine Townhomes Property Owners Association, Inc., a Tennessee non-profit corporation, whose address is 300 Lake Catherine Circle, Crossville, TN 38558 (hereinafter called Association).

### WITNESSETH

WHEREAS, by Supplemental Declaration of Covenants and Restrictions for Lake Catherine Townhomes dated June 28, 1984, of record at Deed Book 286, page 636, et seq., Register's Office, Cumberland County, Tennessee (the Supplemental Declaration), Wyndham Vacation Resorts, Inc., formerly known as Fairfield Communities, Inc., created the Lake Catherine Townhomes regime; and,

WHEREAS, the Supplemental Declaration has from time-to-time been amended by instruments of record at Deed Book 296, page 702; Deed Book 313, page 741; Deed Book 325, page 62; Deed Book 325, page 68; Deed Book 384, page 314; Deed Book 489, page 246; Deed Book 514, page 740; and Deed Book 527, page 331, Register's Office, Cumberland County, Tennessee; and,

WHEREAS, all units intended to be constructed in the Lake Catherine Townhomes regime have been built and no further construction of additional units in the regime is anticipated; and,

WHEREAS, the Association wishes to amend and restate the original Supplemental Declaration; and,

NOW, THEREFORE, in consideration of the premises and the sum of one (\$1.00) Dollar, cash in hand paid, and good and valuable consideration, the Association adopts the following Amended and Restated Supplemental Declaration of Covenant and Restrictions in the place of the original Supplemental Declaration for Lake Catherine Townhomes, as amended.

### ARTICLE I

#### DEFINITIONS

Section 1. "Assessment" means a share of the funds required for payment of common expenses and maintenance which are, from time to time, assessed against townhouse unit owners by the Association or by the Fairfield Glade Community Club in the manner herein provided.

Section 2. "Association" means Lake Catherine Townhomes Property Owners Association, Inc., its successors and assigns, being a not-for-profit corporation duly organized under the laws of the State of Tennessee, acting on behalf of the unit owners, unit purchasers, and/or lessees in accordance with these Declarations for the purpose of administering and managing Lake Catherine Townhomes.

Section 3. "Board of Directors" or "Board" shall mean and refer to the elected body of the Association having its normal meaning under the Tennessee Nonprofit Corporation Act and other governing law or shall mean an executive and administrative body, by whatever name denominated, designated as the governing body of the Association.

Section 4. "Limited Common Area", "Limited Common Elements", "Limited Common Property" or "Restricted Limited Common Property" shall mean all portions of "Lake Catherine Townhomes", other than the units and the reserved property. . Examples: Shoreline of Lake Catherine, wooded areas outside of individual lots, parking areas other than driveways.

Section 5. "Reserved Property" shall mean that property designated on the plat as being "Reserved" which property at the option of the Declarant may be dedicated to Lake Catherine Townhomes Regime in accordance with Article IV below, provided, however, that the Declarant shall not be obligated to commit said property to the Lake Catherine Townhomes Regime; the future development of said property being entirely within the discretion of the Declarant.

Section 6. "Common Expenses" shall mean and include all expenses incident to the administration, maintenance, repair and replacement of the limited and restricted limited common elements and payment of insurance premiums, after excluding therefrom any and all expenses which are the responsibility of a unit owner and assessments assessed to each unit by the Fairfield Glade Community Club.

Section 7. "Common Profits" shall mean all income allocated or accrued by or on behalf of the Association.

Section 8. "Townhouse Unit" or "Unit" shall mean a single family residential dwelling contained in a multiple dwelling building, the boundaries of each such dwelling being the perimeter of a lot and separated from contiguous lots by a party wall. Unless the context clearly requires otherwise the term Townhouse Unit or Unit shall include the land there under and the sky above.

Section 9. "Lake Catherine Townhomes" or "Lake Catherine Townhomes Subdivision" shall mean that tract or parcel of land described in Exhibit "A" attached hereto and by reference made a part hereof, and the improvements and fixtures located upon said tract, now submitted to the provisions of this Declaration or any duly authorized amendment hereof.

Section 10. "Declarant" or "Developer" shall mean Wyndham Vacation Resorts, Inc., formerly known as Fairfield Communities, Inc. Fairfield Communities, Inc., a Delaware corporation, its successors or assigns.

Section 11. "Management Agreement" shall mean and refers to an agreement providing for management of "Lake Catherine Townhomes".

Section 12. "Occupant" shall mean the person or persons other than the townhouse unit owner in possession of a townhouse unit,

Section 13. "Unit Owner" shall mean one or more person(s), his heirs, successors and assigns, who own or owns a townhouse unit or who have contracted to purchase same.

Section 14. "Unit Purchaser" shall mean one or more persons, his heirs, successors or assigns, which have purchased or are purchasing a unit by way of a contract of sale. The term unit purchaser shall not be deemed to include the Declarant,

Section 15. "Special Assessment" shall mean any special assessment levied by the Fairfield Glade Community Club in accordance with the Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade filed November 5, 1997. Special assessment may also mean any special assessment made by the Association in accordance with its Articles and the provisions of this Amended and Restated Supplemental Declaration.

Section 16. "Party Wall" shall mean any wall which is built as a part of the original construction of a Unit and which forms the dividing line between two lots.

Section 17. "Lot", for the purpose of this Townhouse Regime, shall mean the numbered Townhouse Unit and the land thereunder and adjacent thereto as designated on the plat of Lake Catherine Townhomes.

Section 18. "Owner Expenses" shall mean all expenses (costs) to maintain the interior of their unit and exterior maintenance/repair as specified in Article XIV Section 2.

Section 19. "Reserve Fund" shall mean funds collected for the periodic maintenance, repair and replacement of improvements to the Regime common and limited common areas (primarily building roofing and painting) funded by a minimum of ten percent (10%) of the monthly maintenance fees.

Section 20. "Working Capital Fund" shall mean funds equal to two months of regular assessments for the sole use to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable as determined by the Board.

## ARTICLE II

### NAME

The name of the Regime is "Lake Catherine Townhomes", and is located in Cumberland County, Tennessee.

## ARTICLE III

### IDENTIFICATION OF UNITS

Lake Catherine Townhomes consists of the land described on Exhibit "A" attached hereto and the improvements located thereon. Each townhouse unit is identified by a separate number as shown on the townhouse plans and plat as recorded in the office of the Register in and for Cumberland County, Tennessee in Plat Book 8 at Page 284 as well as the basic floor plan of all units is depicted on Exhibit "B".

## ARTICLE IV

### OWNERSHIP OF LIMITED AND RESTRICTED LIMITED COMMON ELEMENTS

The Declarant may retain the legal title to the Limited Common Elements and Restricted Limited Common Property until construction of improvements is completed and shall then convey the title of the particular Limited or Restricted Limited Common Elements to the Association free and clear of all liens and encumbrances.

## ARTICLE V

### PARTY WALL

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of a home upon the Properties and placed on the dividing lines between lots, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

## ARTICLE VI

### VOTING RIGHTS AND MEMBERSHIP IN THE ASSOCIATION AND FAIRFIELD GLADE COMMUNITY CLUB

Section 1. Voting Rights and Membership in the Association. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the Association and such person shall be known and hereinafter referred to as the "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided for and subject to the provisions and restrictions set forth in the Bylaws of the Association. Each owner or group of owners shall be entitled to one vote for each unit owned. The vote of a unit is not divisible.

Section 2. Voting Rights and Membership in the Fairfield Glade Community Club. Each unit owner shall become a member of the Fairfield Community Club as required by and in

accordance with the terms, conditions and requirements set forth in the Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade made this 5th day of November, 1997 and all amendments thereto. At such time as a unit purchaser is deeded his unit, he shall then be entitled to one (1) vote in the Fairfield Glade Community Club. A unit purchaser shall be entitled to one (1) vote for each unit so deeded.

## ARTICLE VII

### COMMON EXPENSE AND COMMON PROFITS

Section 1. The common expenses of Lake Catherine Townhomes shall be the obligation of the unit owners. The common expenses shall be determined according to the square footage of the unit to which such common expenses are assessed. The specific amount of such common expenses shall be equitably determined by the Board of Directors of the Lake Catherine Townhomes Property Owners Association. A unit's square footage shall include the garage, deck, and enclosed or screened porch. The term "common expense" is defined in Article I, Section 6 hereof.

Section 2. In addition to the assessment of the Association the Unit Owners must pay dues to the Club for their membership in the Club. These dues will be added to the assessment of the Association and paid by the Association to the Club.

Section 3. The common profits shall be applied to the payment of common expenses, and the rights in any surplus remaining shall appertain to the units in proportion to the liability for common expenses appertaining to each such unit. Any surplus shall be held in an insured bank or financial institution account as the Reserve Fund.

## ARTICLE VIII

### METHOD OF AMENDMENT OF DECLARATION

Section 1. This Declaration, including exhibits, may be amended at any regular or special meeting of the unit owners of the Association, called and convened in accordance with the Bylaws of the Association, by the affirmative vote of voting members casting not less than 67% of the total vote of the members of the Association.

Section 2. All amendments shall be certified by the Board of Directors of the Association and recorded in the office of the Register in and for Cumberland County, Tennessee. Subject to the provisions set forth in these Articles, no amendment shall change any townhouse unit, or the

voting rights appurtenant to any unit, unless the record owner thereof, and all record owners of mortgages and other voluntarily placed liens thereon, shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice rights and priorities of any mortgagees or changes the provisions of this Amended and Restated Declaration with respect to institutional mortgages without the written approval of all institutional mortgages of record.

Section 3. No amendment shall change the rights and privileges of the Declarant without the Declarant's written approval.

## ARTICLE IX

### BYLAWS

Section 1. The operation of Lake Catherine Townhomes shall be governed by the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C" and is incorporated herein by reference.

Section 2. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any portion of Lake Catherine Townhomes or which would change the provision of the Bylaws with respect to institutional mortgages without the written approval of all institutional mortgagees of record. No amendment shall change the rights and privileges of the Declarant without the Declarant's written approval.

## ARTICLE X

### THE OPERATING ENTITY

The operating entity of Lake Catherine Townhomes shall be the Association, which has been organized pursuant to the not-for-profit corporation statutes of the State of Tennessee. Said Association has all the powers and duties granted to or imposed upon it by this Declaration, or by the Articles of Incorporation and Bylaws of the Association. The Association may amend this Declaration, Exhibit C or Exhibit D pursuant to Article IX Section 2 above, as to the powers and duties necessary to operate Lake Catherine Townhomes.

The Association shall be entitled to delegate all or any portion of its authority powers, duties, responsibilities, rights and interests set forth herein to a management firm or any such other entity which may be responsible for the management of Lake Catherine Townhouses Regime.

Every owner of a Lake Catherine Townhomes unit whether he has acquired his ownership by purchase, by gift, by conveyance or transfer by operation of law, or otherwise, shall be bound by the Bylaws and Articles of Incorporation of the said Association, the provisions of the Declarations and any Management Agreement.

## ARTICLE XI

### ASSESSMENTS: FEES AND LIEN RIGHTS

Section 1. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of Lake Catherine Townhomes and such other assessments, as are specifically provided for in this Amended Declaration.

Section 2. The common expenses shall be assessed against each townhome unit owner as provided for in Article VIII of this Amended Declaration.

Section 3. Each year the Association shall have prepared a budget projection of expenses and income for the upcoming year. The amount of regular and special assessments will be set pursuant to the discretion of the Association's Board of Directors and in appropriate proportion with such budget. The Board shall structure such assessments so that an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Regime common and limited common areas exists. The Association shall hold in an insured bank or financial institution account all special and regular assessments collected from unit owners.

Section 4. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the highest legal rate authorized under Tennessee law from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 may be imposed. Regular assessments shall be due and payable monthly by the 28<sup>th</sup> day each month for the following month's assessment. Monthly bills for the regular assessment may be mailed or delivered to unit owners by the Association, but is not required.

Section 5. The Association shall have lien on each unit for unpaid assessments and interest thereon. Such liens upon the aforesaid tangible property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and

protect its lien, shall be payable by the unit owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interest. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as cash credit against its bid, all sums due, as provided herein and covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit plus the percentage of common expenses attributable to such unit for the period of time said unit is occupied by the unit owner or anyone by, through or under said unit owner; and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the unit owner and/or occupant.

Section 6. Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record or acceptance of deed in lieu of foreclosure, including without limitation, persons acquiring title by operation of law and purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the limited common elements until such time as all unpaid assessments due and owing from the former unit owner have been paid. The Association, acting through its Board of Directors may enforce its claim and lien rights for the recovery of any unpaid assessments owed to the Declarant, any unit owner or group of unit owners, or any third party.

Section 7. Article VIII, Covenants for Assessments of the Fairfield Glade Community Club Amended and Restated Declaration of Covenants and Restrictions dated November 5, 1997 is hereby incorporated by reference.

Section 8. The Board or its designee shall maintain a Working Capital Fund equal to two months of regular assessments for the sole use to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable.

## ARTICLE XII

### INSURANCE, RECONSTRUCTION AND REPAIR

Section 1. The following provisions shall not apply to household furnishings and appliances, which are owned by unit owners. Unit owners shall be responsible for purchasing, maintaining and insuring their furniture, appliances and any other personal effects belonging to such unit owners, which may be located in or about the unit.

Section 1.1 Purchases of Insurance. The Association shall obtain policies of insurance providing coverage as follows:

Section 1.1.1. Casualty. The buildings and all improvements upon the property shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors. Such coverage shall afford protection against:

(a) Loss or damage by fire: and other hazards covered by a standard extended coverage endorsement.

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as such buildings, including but not limited to vandalism and malicious mischief.

Section 1.1.2. Public Liability. Public liability insurance shall be obtained in such amounts and with such coverage as shall be required by the Board of Directors, which amount shall not be less than \$1 million, including but not limited to hired automobile and non-owned automobile coverage, and with cross-liability and endorsements to cover liabilities of the unit owners as a group to a unit owner.

Section 1.1.3. Workers' Compensation. Workers' compensation insurance sufficient to meet the requirements of loss shall be obtained unless all contractors hired by the Association carry and provide proof of their own insurance.

Section 1.1.4. Fidelity Bond. The Association shall obtain a fidelity bond in an amount it deems reasonable to cover misfeasance and/or malfeasance within the scope of their employment of any of its officers, directors, agents or employees.

Section 1.1.5. Other Insurance. Such other insurance shall be obtained, as the Board of Directors shall determine desirable from time to time.

Section 1.2. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the unit purchasers as a part of the common expense.

Section 1.3. Insurance Trustee and Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the unit purchasers, and their respective mortgagees, and the Declarant, as their interests may appear, and shall provide that all proceeds shall be paid to the Board of Directors as insurance trustee. The duties of the insurance trustee shall be to receive such proceeds as are paid, to make distribution of such benefits of those entitled thereto in undivided shares, which shares need not be set forth on the record of the insurance trustee. Proceeds on account of damage to buildings shall be distributed as follows:

Section 1.3.1. Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired, the proceeds shall be paid to defray the costs thereof. Immediately after a determination is made to reconstruct or repair damage, the Association shall obtain reliable and detailed estimates of the cost to reconstruct or repair. If the amount of the estimated costs of reconstruction and repair is less than \$5,000.00, then the proceeds shall be disbursed in payment of such costs in the discretion of the Association; provided, however, that upon request by a mortgagee which is a beneficiary of an insurance policy, such proceeds shall be disbursed in the manner hereinafter provided for the reconstruction and repair of damage in excess of \$5,000.00. If the amount of the estimated cost of reconstruction and repair is more than \$5,000.00, then the proceeds shall be disbursed in payment of such costs in a manner required by the Association only upon approval of an architect licensed to practice in Tennessee and employed by the Association to supervise the work. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to unit purchasers and their mortgagees being payable to them jointly. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

Section 1.3.2. The Failure to Reconstruct or Repair. If the damage for which the proceeds are paid is not to be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to unit purchasers and their mortgagees being made payable jointly to them. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

Section 1.3.3. Mortgagees. In the event a mortgage endorsement has been issued relating to a unit, the share of the unit purchaser shall be held in trust for the unit purchaser and the mortgagee as their interests may appear; provided, however, that no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the unit purchaser and mortgagee pursuant to the provisions of this Declaration.

Section 1.4. Association as Agent. The Association hereby is appointed irrevocably as agent for each unit purchaser and for each holder of a mortgage or other lien upon a unit and for each owner of any other interest in the Lake Catherine Townhomes Regime to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 1.5. Notice of Insurance Coverage. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit purchasers, the Association shall give notice of the exposure within a reasonable time to all unit purchasers who may be exposed to the liability and such unit purchaser shall have the right to intervene and defend.

Section 1.6. Inspection of Insurance Policy. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit purchasers and their mortgagees at reasonable times.

Section 1.7. Reconstruction or Repair after Casualty. Unless the Townhome Regime shall be terminated as herein provided, in the event of any damage or destruction to any building of the Lake Catherine Townhomes Regime by virtue of fire, casualty or other hazard, the Association shall forthwith cause such damage to be repaired and the building reconstructed. If the damage is not covered by insurance or if the insurance proceeds are insufficient, the deficit shall be assessed as a common expense; provided, however, that if the damage was caused by the intentional or negligent act or omission of any unit purchaser or his family, guests, invitees or lessees, such unit purchaser shall be responsible to the Association for the amount of such assessment and shall pay same within ten (10) days following submission of a statement of the amount thereof by the Association. Upon failure of such unit purchaser to make payment of such amount to the Association when same shall be due as provided above, the Association shall be entitled to a lien on such unit purchaser's unit and all tangible personal property owned by such purchaser and located upon and within such unit, and such lien may be perfected and foreclosed as provided for herein.

Section 2. In the event it is determined in accordance with these Articles that there shall be no reconstruction or repair of a building or any portion of a building or unit, then all debris shall be promptly removed and the property shall be cleared and restored to its original condition and maintained thereafter in its original condition as it existed prior to the construction of any building thereon pending ultimate reconstruction or later use of the property. The Association shall assure that said restoration shall be compatible with the surrounding areas. The Architectural Control Committee for the Fairfield Glade Development shall be required to approve of the restoration and if the restoration does not meet the approval of said committee, then said committee may require the Association to take whatever reasonable additional action is necessary to restore the property in such a manner as to meet the approval of said committee. The Association shall be required to extend such funds and make such assessments against the unit purchasers as is necessary to fulfill the requirements of this paragraph.

Section 3. Unit owners must supply the Board of Directors, upon request, proof of dwelling liability insurance.

## ARTICLE XIII

### USE AND OCCUPANCY

Section 1. Residential Use Restriction: The unit owners shall occupy and use their units as a single family private dwelling for themselves and the members of their family, their social guests, lessees, licensees and invitees. Unit owners shall not rent their townhome unit on a short-term basis or for transient purposes for less than a period of twenty seven (27) continuous days by the same lessee or renter. Unit owners shall not rent or lease less than his or her entire unit for any period of time. The provisions of the forgoing sentence regarding the prohibition of short-term rentals shall not apply to any financial institution that acquires title to a unit through foreclosure or deed in lieu of foreclosure. Sub-leasing is not allowed.

Section 2. Prohibited Act: Unit owner shall not permit or suffer anything to be done or kept/stored in or under his unit which will increase the rate of insurance on Lake Catherine Townhomes property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, unsightly storage on or under decks or patios or otherwise, nor shall the unit owners commit or permit any nuisances, immoral or illegal acts in or about the Lake Catherine Townhomes property.

Section 3. Restrictions on Alterations: Unit owners shall not modify, alter, or replace anything on the exterior walls or deck of their unit without written approval from the Board. Unit owners shall not re-landscape their yard by enlarging or reducing grassy areas without written approval from the Board. Unit owners shall not plant trees or bushes nor shall unit owners remove same without written approval from the Board. Unit owners shall not plant invasive plants or groundcover that may invade neighboring yards or common areas.

Section 4. Limited and Restricted Limited Common Elements: No person shall use the limited or restricted limited common elements or any part thereof, or any townhome unit, or the Lake Catherine Townhomes property, or any part thereof, in any manner contrary to or not in accordance with this Amended Declaration and Exhibits pertaining thereto.

## ARTICLE XIV

### MAINTENANCE AND ALTERATIONS

Section 1. The Board of Directors of the Association may enter into a contract with any firm, person or corporation, or may join with other associations and entities in contracting for the

maintenance and repair of the Lake Catherine Townhomes property and other type properties, and may contract for or may join with other associations in contracting for the management of the Lake Catherine Townhomes property and other type properties, and may delegate to the contractor or manager all of the powers and duties of the Association, except such as are specifically required by this Declaration, or by the Bylaws, to have the approval of the Board of Directors or the membership of the Association. The contractor or manager may be authorized to determine the budget, make assessments for common expenses and collect assessments, as provided by this Declaration, Bylaws and Exhibits to the Declaration. The Association, through its Board of Directors, may enter into a Management Agreement, which encompasses the provisions of this paragraph. Provided, however, that the Association, prior to passage of majority control of the Association from the Declarant unto the property owners, is not bound either directly or indirectly to any contracts, leases or Management Agreements unless there is a right of termination of any such contract, lease or Management Agreement which is exercisable without penalty or cause at any time after transfer of control, upon not more than ninety (90) days' notice to the other party.

Section 2. Each owner of a unit agrees as follows:

Section 2.1. To maintain in good condition and repair his unit and all interior surfaces, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit. To maintain exterior ceilings under enclosed decks (sunrooms, etc.) in good condition and repair. To keep his unit free of clutter so as not to be a fire or health hazard or nuisance.

Section 2.2. Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change of the limited or restricted limited common elements without the prior written approval of the Board of Directors of the Association. Not to make or cause to be made any structural additions, alteration, repair, replacement or change to the exterior of their unit or lot without prior written approval of the Board of Directors of the Association

Section 2.3 To pay for the maintenance of the interior of their unit and maintenance/care/repair of the following: additional skylights installed or existing (other than the entrance and master bath skylights if existing), driveway, sidewalk, deck flooring, exterior doors, garage door, windows, flower beds care and maintenance, ornamental tree(s) care and maintenance. Owners are responsible for keeping crawl spaces free of moisture.

Section 2.4 To comply with the Amended Rules and Regulations attached hereto as Exhibit "D".

Section 2.5 To repay cost to the Association should a unit owner fail or neglect to perform needed repairs and maintenance after being requested to do so by the Association, in writing, the Association may perform such repairs and maintenance as it deems necessary and may assess the cost of such repair and maintenance to the particular unit owner. Should such assessment not be paid promptly by the particular unit owner, the Association may use the enforcement procedures provided in Article XIII of the Declaration to collect said assessment. Notwithstanding the unit owner's duty of maintenance, repair, replacement and other responsibilities as to his unit, as provided for in this Declaration.

Section 3. In the event a unit owner fails to maintain the said unit and limited or restricted limited common elements, as required herein, or makes any alterations or additions without the required consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto the Association shall have the right to levy an assessment against the owner of a unit, and the unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Said assessment shall have the same force and affect as all other Special Assessments.

Section 4. The Association shall determine the exterior color scheme of all docks, units and buildings including the deck support structure, steps and railings and all exteriors color scheme of the limited common elements, and shall be responsible for the maintenance thereof, and no unit owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

Section 5. The Association shall be responsible for the maintenance, repair and replacement of the limited or restricted limited common elements, including docks. The Association shall be responsible for the maintenance, repair and upkeep of the exterior surfaces on all units including roofing, original and association installed skylights, siding, gutters, wooden deck support structure/steps/railing, grass, and shrubs and bushes (excluding ornamental plants or flowers and owner planted items). Notwithstanding the unit owner's duty of maintenance, repair, replacement and other responsibilities as to his unit, as provided for in this Amended Declaration, the Association may enter into an agreement with such firms or companies as it may determine to provide certain services and/or maintenance for and on behalf of the unit owners whereby maintenance and service are provided on a regularly scheduled basis for exterminating services, chimney maintenance/cleaning and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said agreements shall be on behalf of all unit owners and the monthly assessment due from each unit

owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each unit owner shall be deemed a party to said agreement with the same force and effect as though said unit owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the unit owners. The aforesaid assessments shall be deemed to be an assessment under the provisions of Article XI of this Declaration.

#### ARTICLE XV

#### TERMINATION

This Declaration shall be binding upon all parties and all persons claiming under them for a period of ten (10) years at which time said Declarations shall be automatically extended for an additional ten (10) years unless 67% of the then unit owners shall vote to change said Declaration in whole or in part or otherwise terminate this Regime.

## ARTICLE XVI

### USE OF LIMITED COMMON ELEMENTS AND FACILITIES AND RESTRICTED LIMITED COMMON PROPERTY

Section 1. For the purposes of this Article the term "limited common elements and facilities and restricted limited common property" shall include all those limited common elements as shown on the plat of Lake Catherine Townhomes.

Section 2. The Association, its members, and unit owners their successors and assigns and all parties who own or may own an interest in and to the aforesaid "limited common elements and facilities and restricted limited common property" agree that they shall not have the right to partition any property that constitutes said facilities and that said parties do hereby waive said right of partition or division of said facilities. The Amended Rules and Regulations, and all amendments thereof and revisions thereof pertaining to the use of the limited common elements and facilities and restricted limited common property shall be posted in conspicuous places on the elements or facilities. A copy of such Amended Rules and Regulations is attached hereto as Exhibit "D" and are incorporated herein by reference. The unit owners hereby covenant and agree to be bound by all of such Rules and Regulations and said parties shall obey same and be responsible for their being obeyed by the said unit owners, their family, guests, invitees, and lessees.

Section 2.1. Should a unit purchaser fail to pay an assessment for common expenses as required under the terms of this Declaration for the period of time specified herein whereby said assessment becomes delinquent, the Association may deny the unit purchaser or authorized user of the facilities the use and enjoyment of same until such time as all assessments are paid. The Association shall further have the right in its sole discretion to suspend any unit purchaser and/or authorized user of said facilities from the use of same for a period not to exceed 30 days for any infraction of the promulgated Rules and Regulations pertaining to said limited common elements and facilities and restricted limited common property. Should the unit owner or the authorized user of said facilities rights to use same be suspended, there shall be no reduction in the assessments due and payable by said unit purchaser or authorized user.

Section 2.2. Any person who is a unit owner together with members of his family, social guests, lessees, invitees and licensees, may use the limited common elements and facilities.

Section 3. Restricted limited common property shall be defined as those areas or common elements which are reserved for the use of the owners, guests, licenses, invitees and lessees of a certain townhouse unit to the exclusion of all other unit owners and/or their designees.

Section 4. Where a corporation is a unit purchaser the use of said limited common elements and facilities and restricted limited common property shall be limited at anyone time to such officer, director or employee of said corporation who is in actual residence and such individual shall be deemed to be the unit purchaser for the purposes of this paragraph. Where a party owns one unit and leases same, the lessee shall be entitled to the use of the limited common elements and facilities and restricted limited common property and said lessee's right thereto shall be the same as though said lessee were the unit purchaser and during the term of said lease, the unit purchaser and his family shall not be entitled to use the limited common elements and facilities and restricted limited common property.

## ARTICLE XVII

### MANAGEMENT AGREEMENT

Section 1. The Association may enter into a Management Agreement.

Section 1.1 The Association may delegate to a management firm the powers of the Association, through its Board of Directors, to determine the budget, make assessments for common expenses and collect assessments. Each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purpose therein expressed, including but not limited to:

(a). Adopting, ratifying, confirming, and consenting to the execution of said Management Agreement by the Association.

(b). Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefore in said Management Agreement.

(c). Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(d). Agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

Section 2. It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association are or may be officers, directors and employees of the management firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

Section 3. The acts of the Board of Directors and officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

## ARTICLE XVIII

### ASSOCIATION PROPERTIES

All properties acquired by the Association, real, personal or otherwise, shall be held for the use and benefit of all unit owners in Lake Catherine Townhomes subject to those conditions contained herein.

## ARTICLE XIX

### MISCELLANEOUS PROVISIONS

Section 1. Unit owners hereby grant to the Association and its designees an easement through their respective units for the purpose of repairing pipes, wires, conduits, sewer lines or other public utility lines running through said respective units, which are utilized for or serve more than one unit. Said easement is specifically intended to apply to that certain sewer line which will run through the foundation works of the units in question for the use and benefit of such units.

Section 2. The unit owners agree that if any portion of a unit or limited common elements and restricted limited common property encroaches or encroached upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a building or buildings are partially or totally destroyed and then rebuilt, the unit owners agree that encroachment on parts of the limited common elements or units, as afore described, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

Section 3. No unit purchaser may exempt himself from liability for his contribution toward the common expenses.

Section 4. Unit owners shall return their unit for the purpose of ad valorem taxes with the Tax Assessor of Cumberland County or for such other future legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his unit.

Section 5. All provisions of this Declaration and Exhibits attached hereto and amendments thereof shall be construed as covenants running with the land and of every part thereof and interest therein but not limited to every unit and appurtenances thereto, and every unit owner and occupant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and exhibits annexed hereto and any amendments thereof. The subjection of Lake Catherine Townhomes or surrounding properties to zoning laws and regulations shall not then or thereafter cause any provision of this Declaration to terminate.

Section 6. If any of the provisions of this Declaration, or of the Bylaws, the Articles of Incorporation of the Association, the Management Agreement, or any section, clause, phrase, word, or the application thereof in any circumstances, is held invalid the validity of the remainder of this Declaration, the Bylaws, Articles of Incorporation, and Management Agreement and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

Section 7. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners either personally or by e-mail or mail, addressed to such unit owners at their place of residence on file with the Association. Proof of such mailing or personal delivery by the Association or any management firm shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail, personally or by e-mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an amendment to this Declaration.

Section 7.1. The mailing address of the Association is: Lake Catherine Townhomes Property Owners Association, Inc., 300 Lake Catherine Circle, Fairfield Glade, Tennessee 38558.

Section 7.2. Upon written request to the Association, identifying the name and address of any bolder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 7.3. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representative of a deceased unit purchaser or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the Estate of such deceased unit purchaser is being administered. The change of the mailing address of any party, as specified herein, shall not require an amendment to this Declaration.

Section 8. Each unit owner and the Association shall be governed by and shall comply with this Declaration, the Bylaws of the Association and the Rules and Regulations of the Association, as amended. Failure to do so shall entitle the Association or unit owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a unit owner or the Association in a proper case by or against one or more unit owners and the prevailing party shall be entitled to receive reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

Section 9. Subsequent to the filing of this Declaration the Association when authorized by a vote of the majority of the total vote of the members of the Association and approved by the owners and holders of institutional first mortgages encumbering units who represent a majority of the dollar institutionally mortgage indebtedness against Lake Catherine Townhomes may, together with other associations and others, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and/or other possessory or use interests in lands or facilities, and other recreational facilities, whether or not contiguous to the lands of Lake Catherine Townhomes intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. The expense of ownership, rental membership fees, operations, replacements

and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein defined as common expenses.

Section 10. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of Lake Catherine Townhomes.

Section 11. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or exhibits hereto annexed.

Section 12. Where an institutional first mortgage, by some circumstances, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and exhibits annexed be deemed to be an institutional first mortgage. The terms mortgagor and mortgagee shall also refer to and mean the same as the terms "grantor" and "grantee" in a "Deed to Secure Debt", or "Deed of Trust".

Section 13. The Association, by its execution of this Declaration approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration. The unit owners, by virtue of their acceptance of the Deed of Conveyance as to their unit or execution of a Contract of Purchase of their unit, and other parties by virtue of their occupancy of the units approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration

Section 14. No unit owner shall bring or have any right to bring any action for partition or division of the Lake Catherine Townhomes property.

Section 15. The real property submitted to this Declaration is subject to all applicable zoning ordinances now existing or which may hereafter exist, existing easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Declarant for the benefit of such persons as the Declarant designates, and the said Declarant shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Declarant has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the buildings

and improvements upon the Lake Catherine Townhomes property nor unreasonably interfering with the enjoyment of the Lake Catherine Townhomes property by the Association's members.

Section 16. Unit owners shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, walks and any limited common elements and restricted limited common property.

Section 17. Unit owners shall have an easement for ingress and egress over such streets, walks and other rights of way serving the units as a part of the "limited common elements" and also as a part of the public property or property that may be owned and maintained by the Fairfield Glade Community Club, as may be necessary to provide reasonable access, and such easements shall extend to the invitees and licensees of said unit owner. In the event that any of said easements for ingress and egress shall be encumbered by any leasehold or lien, other than those on the townhome units, such leaseholds or liens shall hereby be subordinate to the use rights of any unit owner whose unit is not also encumbered by said lien or leasehold. Similarly, the Association has a reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance health, safety, and operation of the Townhomes. Additionally, the Association has the right to grant permits, licenses, and easements over the common area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 18. Requirements for additions and routine maintenance:

Section 18.1. Unit owners shall submit for approval to the Association's Board of Directors all structural additions of their unit, including enclosing decks and/or replacement of decks. Before such work is commenced the unit owner shall obtain approval of the Fairfield Glade Architectural Control Committee (ACC).

Section 18.2. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any portion of Lake Catherine Townhomes, and the proposed location thereof, the construction material, the roofs and exterior color schemes, any later changes or additions after initial improvement thereof and any remodeling, reconstruction, alterations, or additions thereto in addition to being subject to the approval of the Association's Board of Directors, shall also be subject to approval in writing before any such work is commenced of the ACC. No building addition or structure, henceforth, shall extend over eleven (11) feet beyond the original foundation, closer than five (5) feet to the side property line, ten (10) feet from rear property line except for lakefront lots which is a twenty (20) foot setback.

Section 18.3. Board approved routine maintenance, like for like, without change of color, design, or motif such as re-roofing, painting, exterior repairs, skylight replacement, road repairs/resealing, gutters, tree trimming, and landscaping of units and lots shall not require ACC approval.

IN WITNESS WHEREOF, the undersigned officers, by execution herein below, certify that the above Supplemental Amended and Restated Declaration was lawfully adopted by the affirmative vote of a majority of the votes cast by the voting members of the Lake Catherine Townhomes Association.

**Amended and Restated SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS for Lake Catherine Townhomes**

Wyndham Vacation Resorts, Inc., formerly known as Fairfield Communities, Inc., a Delaware corporation

By [Signature]  
Title Vice President

Attest:

[Signature]  
Secretary

Fairfield Glade Community Club

By [Signature]  
Title President

Attest:

[Signature]  
Secretary

Lake Catherine Townhomes Property Owners Association, Inc.

By [Signature]  
Title PRESIDENT

Attest:

[Signature]  
Secretary

STATE OF TN  
COUNTY OF Cumberland

Before me, the undersigned Notary Public in and for the County and State last aforesaid, personally appeared Misty Keyes to me known and known to be the Vice President of Wyndham Vacation Resorts, Inc., and acknowledged before me that he executed the above and foregoing instrument pursuant to the authority duly given, and he further acknowledged said writing to be the act and deed of said Corporation.

Witness my hand and notaries seal in the County and State aforesaid, this 23 day of May, 2014.

Elizabeth Barnett  
Notary Public



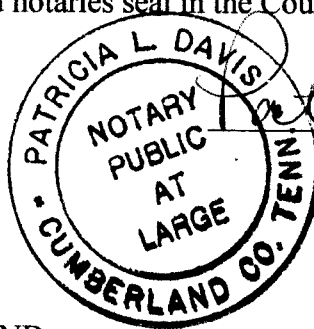
My Commission Expires:

9-8-15

STATE OF TENNESSEE  
COUNTY OF CUMBERLAND

Before me, the undersigned Notary Public in and for the County and State last aforesaid, personally appeared Phil Gover to me known and known to be the President of Fairfield Glade Community Club, and acknowledged before me that he executed the above and foregoing instrument pursuant to the authority duly given, and he further acknowledged said writing to be the act and deed of said Corporation.

Witness my hand and notaries seal in the County and State aforesaid, this 23rd day of May, 2014.



Patricia L. Davis  
Notary Public

My Commission Expires:

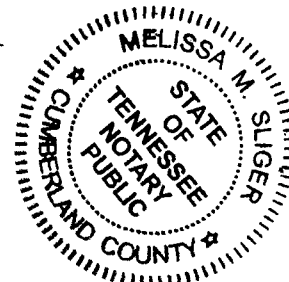
5/6/2015

STATE OF TENNESSEE  
COUNTY OF CUMBERLAND

Before me, the undersigned Notary Public in and for the County and State last aforesaid, personally appeared Donald Graham to me known and known to be the President of the Lake Catherine Townhomes Property Owners Association, and acknowledged before me that he executed the above and foregoing instrument pursuant to the authority duly given, and he further acknowledged said writing to be the act and deed of said Corporation.

Witness my hand and notaries seal in the County and State aforesaid, this 27th day of May, 2014.

Melissa M. Sliger  
Notary Public



My Commission Expires:

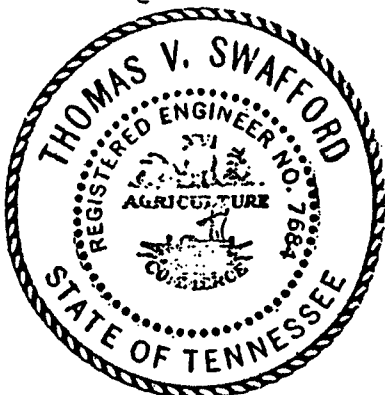
8-5-15

May 7, 1984

EXHIBIT "A"

LEGAL DESCRIPTION  
LAKE CATHERINE TOWNHOMES PHASE I

From the Northwest corner of Lot 263, Block 1 Supplement, Lake Catherine Subdivision, Fairfield Glade, Tennessee, Tennessee State Plane Coords. N588399.408 E2,326386.738 thence a bearing of N 33° 58' 34" W and a distance of 149.87' to the point of beginning, thence a bearing of N 40° 32' 47" E and a distance of 135.00' to a corner, thence a bearing of S 49° 27' 13" E and a distance of 116.45' to a corner, thence a bearing of N 40° 32' 47" E and a distance of 140.00' to a corner, thence a bearing of S 49° 27' 13" E and a distance of 58.00' to a corner, thence a bearing of N 40° 32' 47" E and a distance of 117.37' to a corner, thence a bearing of S 70° 37' 26" E and a distance of 90.80' to a corner, thence a bearing of S 49° 27' 13" E and a distance of 80.00' to a corner, thence a bearing of N 02° 29' 50" W and a distance of 61.93' to a corner, thence a bearing of S 59° 27' 13" E and a distance of 170.00' to a corner, thence a bearing of N 12° 57' 20" W and a distance of 316.73' to a corner, thence a bearing of N 88° 59' 26" W and a distance of 227.04' to a corner, thence a bearing of S 59° 50' 24" W and a distance of 85.59' to a corner, thence a bearing of N 48° 07' 57" W and a distance of 284.68' to a corner, thence a bearing of N 37° 09' 20" W and a distance of 160.00' to a corner, thence a bearing of S 58° 00' 00" W and a distance of 202.61' to a corner, thence a bearing of S 56° 46' 14" W and a distance of 56.77' to a corner, thence a bearing of S 45° 00' 00" W and a distance of 88.02' to a corner, thence a bearing of S 61° 25' 14" W and a distance of 20.87' to a corner, thence a bearing of S 12° 00' 00" E and a distance of 83.02' to a corner which is the P.C. of a curve with a central angle of 30° 52' 03", a radius of 227.33', a tangent of 62.76' and a length of 122.47' to a point which is the P.T. of said curve thence a bearing of S 42° 52' 04" E and a distance of 156.06' to a point which is the P.C. of a curve with a central angle of 21° 37' 05", a radius of 251.89', a tangent of 48.04' and a length of 95.04' to a point which is the P.T. of said curve, thence a bearing of S 21° 15' 00" E and a distance of 38.72' to a corner, thence a bearing of S 13° 29' 28" E and a distance of 137.80' to the point of beginning containing in all 8.8186 acres more or less.



*Thomas V. Swafford*

EXHIBIT "B"

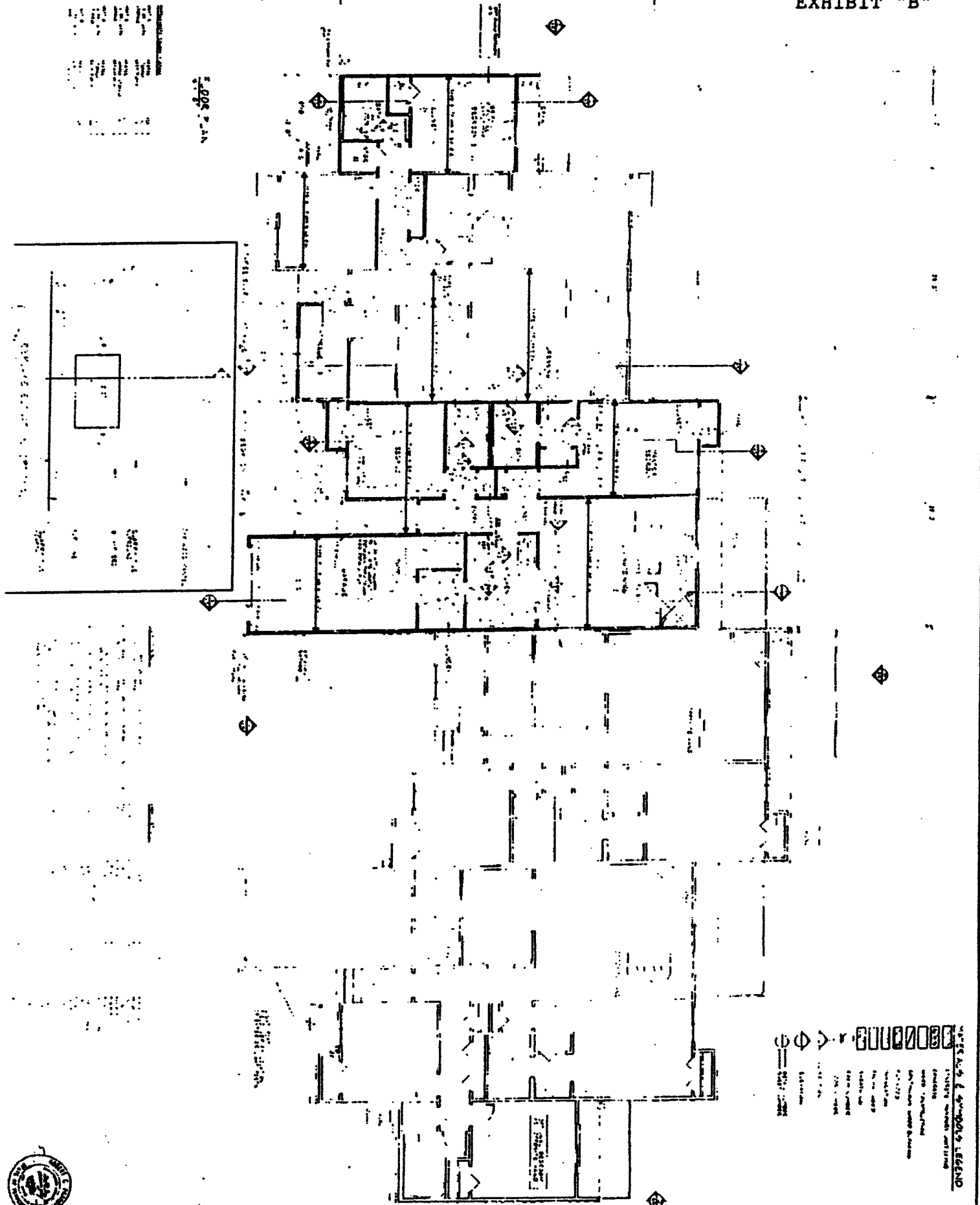


Exhibit C

**AMENDED BYLAWS**  
**OF**  
**LAKE CATHERINE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I - APPLICATION AND DEFINITIONS.**

These Bylaws shall apply to all present and future owners, mortgagees, lessees or other occupants, and all other persons who may use the facilities of the Lake Catherine Townhomes Subdivision as presently platted or as may be platted in the future (hereinafter "Subdivision"), with the mere act of occupancy of any of the units or property to signify that these Bylaws and all other of the Subdivision documentation, rules and regulations are accepted, ratified and complied with. All terms herein shall be considered to have the same definition as in the Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade recorded in Deed Book 1006, pages 1986-2081, et seq; the Amended and Restated Supplemental Declarations for Lake Catherine Townhomes as recorded in Book \_\_\_\_ Page \_\_\_\_ (hereinafter collectively referred to as "the Declarations" and both of which are recorded in the Office of the Register in and for Cumberland County, Tennessee); the Articles of Incorporation of the members of the above Subdivision filed pursuant to the not for profit corporation statutes of the State of Tennessee (hereinafter referred to as "the Act").

**ARTICLE II - LAKE CATHERINE TOWNHOMES PROPERTY OWNERS ASSOCIATION**

**Section 1 - Membership and Management:** All owners of units within the above Subdivision as now platted or as may be platted will be members of the Lake Catherine Townhomes Property Owners Association (hereinafter" referred to as "Association") which, through its Board of Directors, shall have the responsibility of managing the Association or arranging for its management pursuant to a Management Agreement which has been or will be entered into between the Association and Management Firm. All management duties may, unless prohibited by the "Declarations" or the "Act", be assigned to the Management Firm or its successors under said Management Agreement. Decisions required to be made by the members of the Association shall require approval of a majority thereof, except as otherwise specifically provided.

**Section 2 - Place of Meeting:** Meetings of the members of the Association shall be held at Fairfield Glade, Tennessee, or at such other suitable place convenient to the members as may be designated by the Board.

Section 3 - Annual Meeting: The annual meetings of the members of the Association shall be held on the first Monday in May of each year. At such meeting the members shall elect Directors to the Board of the Association for the ensuing year, and transact such other business of the Association as may properly come before the meeting.

Section 4 - Special Meetings: It shall be the duty of the President of the Association to call a special meeting of the members if directed to do so by resolution of the Board of Directors, or by a petition signed by a majority of the members. Notice thereof shall state the time, place and purpose of said meeting, and no business shall be transacted at any special meeting other than that stated in said notice, except by consent of no less than a majority of the members present, either in person or by proxy.

Section 5 - Notice of Meeting: It shall be the duty of the Board Secretary to provide written, printed, or e-mail notice of the annual meeting and each special meeting (stating the purpose of said special meeting) to each unit owner on record at least fifteen (15) days but not more than forty (40) days in advance of each annual meeting, and at least five (5) days but not more than ten (10) days in advance of any such special meeting, such notice is considered to be complete upon mailing by United State Postal Service or electronically.

Section 6 - Voting and Majority: Voting on all matters upon which members shall be entitled to vote is provided for in the "Amended and Restated Supplemental Declaration of Covenants and Restrictions for Lake Catherine Townhomes" (hereinafter "Supplemental Declaration"). As used in these Bylaws, the term "majority" shall mean more than fifty percent (50%) of the total vote on the percentage basis hereinabove provided.

Section 6.1 - Where the Supplemental Declaration provides for the designation of a voting member (one per unit), the designation is based upon the unit owners on file with the Board Secretary until such time as the designation has been revoked. The revocation of the designation of a voting member is effective upon the sale or transfer of ownership of the unit and filing with the Board Secretary of the association. The new owner is designated as the successor-voting member. No other means of revocation of the designation of a voting member shall be effective.

Section 6.2 Except as otherwise may be provided in these bylaws, or the Supplemental Declaration, the majority of votes cast by the voting members on any matter at a meeting of members at which a quorum is present shall be the act of the members on that matter. Voting in all matters except the election of directors shall be by voice vote or by a show of hands unless ten percent (10%) of the vote represented at the meeting, prior to voting on any matter, demand a ballot on that particular matter.

Section 7 - Quorum. Except as otherwise specifically provided herein, the presence in person or by proxy of members holding a majority of the total vote of the Association as hereinabove provided shall constitute a quorum. In the event a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than twenty four (24) hours from the beginning day and time of the meeting.

Section 8 - Proxies. Votes may be cast either in person or by proxy. Proxies shall be in the form determined by the Board, and must be filed with the Secretary at least five (5) days before the scheduled date and time of a regular meeting, or at least twenty-four (24) hours before the scheduled time of a special meeting.

(a) Every member entitled to vote at a membership meeting may appoint another person or persons to act for him by proxy. Each proxy must be in writing, and must be signed and dated by the member or his attorney-in-fact. Each proxy shall be revocable at the pleasure of the member executing it except as otherwise provided in the proxy.

(b) In the event two (2) or more persons are designated to act as proxies, a majority of such persons present at the meeting, or, if only one (1) should be present, then that one (1) shall have and may exercise all the powers conferred upon all the persons so designated, unless a proxy provides otherwise.

### ARTICLE III - BOARD OF DIRECTORS ("Board").

Section 1 - Number and Qualifications: The Board shall consist of at least three (3) directors, all of whom must be unit owners, or officers of a corporate unit owner, or partners of a partnership unit owner, or spouses of an individual unit owner.

Section 2 - Powers and Duties: The Board shall manage and control the affairs of the Association; select the officers thereof; establish committees thereof and appoint the members of said committees; adopt reasonable rules of order for the conduct of the meetings of the Association and have sole determination of procedural questions upon which no rules have been adopted; assign such duties and responsibility to the committees as it considers desirable which are not inconsistent with these Bylaws or any other of the Declaration documentation; adopt reasonable Rules and Regulations (Exhibit D) for the use of the units and limited common properties, subject to membership approval and recorded with the Register of Cumberland County (ref: Covenants ART IX Section 2); see to the maintenance of the units and limited common properties and the operation of the units and limited common properties; and determine the amount of the assessment and the collection of assessments for that purpose, except to the

degree that said duties and responsibilities have been delegated to the Management Firm under the Management Agreement.

Section 3 - Election and Term of Office:

Board members shall be elected at the annual member meeting. Board member will serve a three (3) year term. In March of each year the Board will request from unit owners nominations for Board vacancies. The Board shall announce by April 1<sup>st</sup> of each year by letter the nominees and distribute a ballot with the required process for voting, and the date, time, and place of the annual meeting. For the 2014 election, the term of office of two candidates for the Board receiving the greatest number of votes shall be elected to a three (3) year term, the term of office of the two candidate receiving the next highest number of votes shall be elected to a two (2) year term. If less than four (4) candidates are elected only one (1) will be elected to the three (3) year term of office. Following the 2014 election each Director's successor shall be elected to serve a term of three (3) years. Each Director shall hold office until a successor has been duly elected and qualified. Cumulative voting will not be permitted in the election of the Board of Directors. No member shall be eligible to serve on the Board for more than two (2) consecutive terms of three (3) years each, but shall be eligible for re-election one (1) year thereafter. Any Director who has served for more than one-half (½) of a term shall be deemed to have served the full term. This term limitation shall be prospective only and shall not affect any former Director or present Director until the term of the present Director expires or ends because of resignation or removal.

Section 4 – Meetings: The first meeting of the Board shall be held within ten (10) days following their election, at such place and time as they may determine at the meeting in which they were elected, of which no notice shall be required. Regular monthly meetings of the Board may be held at such time and place as shall be determined by a majority of Board members, at least two of which meetings shall be held during each fiscal year. Notice thereof shall be given to each member personally or by mail, e-mail, or telephone at least ten (10) days prior thereto. Special meetings of the Board may be called by the President, the Secretary, or any three Directors. Notice of which shall be given to each member of the Board, in the manner above described, at least three (3) days prior to the date of the meeting. Notice of any meeting may be waived prior to or at any meeting, of the Board. Attendance at a meeting by a member of the Board shall constitute a waiver of notice by the member; unless he announces that his only purpose in attending said meeting is to object to its being held without proper notice. Any action which may be taken at a meeting may be taken without a meeting, in writing signed by all members of the Board and filed with the Secretary of the Association.

Section 5 – Quorum: A quorum shall constitute a majority of the Board to transact its business.

Section 6 - Vacancies and Removal. Any vacancy on the Board shall be filled by appointment by the remaining Directors, even though they might constitute less than a quorum or by election if the Board so decides. Any person so appointed shall serve out the unexpired term of the vacant office. Any member of the Board may be removed with or without cause at any time by a vote of the members of the Association holding a majority of the votes cast at any regular meeting or any special meeting called for that purpose.

Section 7 - Fidelity Bond: The Board of Directors may require that any or all officers of the Association handling funds of the Association furnish a fidelity bond in an amount determined by the Board, the premium for which shall be paid by the Association.

Section 8. Compensation: The Board shall not compensate directors for their services as such but may provide for the payment of expenses incurred by directors.

Section 9. Indemnification: Any person who at any time serves or has served as a director, officer, employee or agent of the association, or in such capacity at the request of the association for any other corporation, partnership, joint venture, trust or other enterprise, shall have a right to be indemnified by the association to the fullest extent permitted by law against (a) reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with any threatened or pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the association, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may become liable in any such action, suit or proceeding.

Section 9.1 The Board shall take all such action as may be necessary and appropriate to authorize the association to pay the indemnification required by this bylaw, including without limitation, to the extent needed making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him and giving notice to, and obtaining approval by, the members of the association.

Section 9.2 Any person who at any time after the adoption of this bylaw serves or has served in any of the aforesaid capacities for or on behalf of the association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such rights shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

#### ARTICLE IV - OFFICERS.

Section 1 - Designation, Election and Removal: The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, elected by the Board. Any two offices may be held by the same person, except the office of President. The officers shall be elected annually by the Board and shall hold office at the pleasure of the Board. Any officer may be removed, with or without cause, and his successor appointed by majority vote of the Board.

Section 2 – President: The President shall preside at all meetings of the Board and the members of the Association, shall have all of the general powers and duties usually vested in the office of President, including but not limited to the power to appoint committees from among the Association's members from time to time as he may consider appropriate. The President shall be entitled to vote on all matters coming before the Board.

Section 3 - Vice-President: The Vice-President shall perform the duties of the President in the absence of the President, and perform such other duties as may from time to time be assigned to him by the Board.

Section 4 – Secretary: The Secretary shall keep accurate records of the acts and proceedings of all meetings of the Board and the members of the Association, shall give all notices required by law and by these bylaws, have custody of the records of the Board and the Association, and perform all duties incident to the office of Secretary and such other duties as may be assigned to him from time to time by the Board.

Section 5 – Treasurer: The Treasurer, with the assistance of an accredited accounting firm, shall be responsible for the funds of the Association and for keeping full and accurate accounts of all receipts and disbursements and all other financial records of the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

#### ARTICLE V - MORTGAGEES.

Section 1 – Notification: Any unit owner who mortgages his unit or his interest therein shall notify the Association through the Management Firm, or the President of the Board of Directors in the event there is no Management Agreement then in effect, of the name and address of his mortgagee, and the Association or Management Firm shall maintain a record of said mortgagees.

**Section 2 - Notice of Unpaid Assessments:** The Association or the Management Firm shall, at the request of any mortgagee of a unit, report any unpaid assessments due from its mortgagor.

**Section 3 - Rights of Mortgagee:** All mortgagees shall have the rights granted to them by the Declaration, and nothing contained herein shall contravene said rights.

#### **ARTICLE VI - AMENDMENTS.**

These Bylaws may be amended by the affirmative vote of unit owners having two-thirds (2/3) of the total vote of the Subdivision, determined as herein above provided. These Bylaws may also be amended by a two-thirds (2/3) vote of the Board of Directors of the Lake Catherine Townhomes Property Owners Association. No such amendment shall become effective until an appropriate written indication thereof is recorded in the office of the Register in and for Cumberland County, Tennessee.

These Bylaws are hereby adopted, accepted and fully ratified as the Bylaws of the Association of the Lake Catherine Townhomes Subdivision, this 20<sup>th</sup> day of May, 2014.

Lake Catherine Townhomes Property  
Owners Association, Inc.

By: Donald L. Graham  
President

ATTEST:

Jeff Johnson  
Secretary

Exhibit D

AMENDED RULES AND REGULATIONS

FOR

LAKE CATHERINE TOWNHOUSES PROPERTY OWNERS ASSOCIATION, INC.:

The Rules and Regulations hereinafter enumerated or adopted pursuant to the Amended and Restated Supplemental Declaration shall apply to and be binding upon all unit owners. A copy of these Rules and Regulations shall be provided to each unit owner and new unit owners at the time of registration with the Secretary of the Association. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees and persons over whom they exercise control and supervision. Said initial Rules and Regulations are as follows:

1. For the purpose of termite control, no firewood or wooden lawn décor shall be stacked, stored or set against any unit.

2. The personal property of all unit owners shall be stored within their units or within their lot.

3. Refuse and bagged garbage shall be set out only on the day it is to be collected, otherwise it is to be kept inside the unit garage or designated area screened from view in an acceptable container.

4. Boats, trailers, commercial trucks having more than four wheels, mobile homes, recreation vehicles, or vehicles too large to fit into a single parking space shall not be parked, stored, or left upon Limited Common Property or Restricted Limited Common Property (including unit driveways), except as allowed under a Temporary Parking Permit issued by Fairfield Glade Community Club.

5. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees or contractor hired by the Association.

6. No junk vehicles, inoperable vehicle, including boats and other watercraft, or vehicle without current registration plates, or license shall be brought or stored in the Lake Catherine Townhomes Subdivision, and no vehicle, including boats and other watercraft which becomes incapable of operating as intended shall be left on the Lake Catherine Townhomes Subdivision for more than twenty-four (24) hours. No person shall bring any vehicle onto the Townhome Subdivision which is not equipped with a proper muffler or which causes an unreasonable amount of noise for any reason.

7. No unit owner shall make or permit any disturbing noises by themselves, guests, employees, or agents or shall unit owner permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. The volume of musical instruments, electronic equipment, televisions, radios or sound amplifiers shall be lowered as of 11:00 P.M. of each day

8. No permanent sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, on or upon any part of the unit or limited common

properties by any unit owner or occupant without written permission of the Board except:

- (a) Real estate for sale signs shall not exceed five (5) square feet and shall be placed within the landscaped area no more than ten (10) feet from the front of the Townhomes.
  - (b) Signs for a security system installation located in the landscape areas not more than two (2) feet from the front of the unit.
9. Permanent in ground flagpoles may not be erected.
  10. Complaints regarding the service of the Association shall be made in writing to the Board.
  11. No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common properties except such as are required for normal household use. Nothing shall be maintained in or about any unit that would be a fire hazard or that would be a possible cause for an increase in insurance coverage.
  12. No clotheslines or similar devices shall be permitted on any portion of the Subdivision property.
  13. Payments of monthly assessments shall be made to the office of the certified accounting firm, as designated by the Board. Payments made in the form of checks or electronic fund transfer (eft) shall be made to the order of Lake Catherine Townhomes Property Owners Association. Payments of regular assessments are due on the 28<sup>th</sup> of each month.
  14. All pets shall be housed within the owner's unit. Dogs shall be on a leash at all times while outside the unit. No outside pets, or pets left outdoors unattended will be allowed. There shall be no external houses, fenced-in areas, tethers or dog-runs, or any other enclosure for pets of any kind. Unit occupants are responsible for cleaning up after their pets. Owners should take all due care to prevent undue noise or nuisance from their pets.
  15. Maintain lawn décor, in the front landscape area of the units, in good condition. Weed and maintain flower beds, all owner planted items and ornamental trees.
  16. No changes shall be made to the outside of a unit without the written permission of the Board. No structural changes or additions shall be made outside or underneath a unit without the written approval of the Board.
  17. Compliance with these Rules and Regulations and the Amended and Restated Supplemental Declaration of Covenants and Restrictions will be enforced by the Board as follows:

Step 1. Verbal notification by a Board member to Unit Owner of non-compliance giving seven (7) days to comply or provide a written appeal to the Board. The Board has three (3) day to uphold or deny the appeal.

Step 2. Written notification by the Board to Unit Owner of non-compliance giving seven (7) days to comply or provide a written appeal to the Board. The Board has three (3) day to uphold or deny the appeal.

Step 3. A Fifty (\$50.00) assessment by the Board to Unit Owner for non-compliance giving seven (7) days to comply and pay the assessment.

Step 4. A Fifty (\$50.00) assessment by the Board to the Unit Owner for non-compliance will continue for every seven-day period until compliance by the Unit Owner. Unpaid assessments and lien procedures shall be addressed per ARTICLE XVII USE OF LIMITED COMMON ELEMENTS AND FACILITIES AND RESTRICTED LIMITED COMMON PROPERTY of the Amended and Restated Supplemental Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the Lake Catherine Townhomes Property Owners Association, Inc. has caused this instrument to be executed by its Secretary this 20<sup>th</sup> day of 2014, 2014.

Lake Catherine Townhomes Property  
Owners Association, Inc.

By: Donald L. Graham  
President

ATTEST:

Jacques Johnson  
Secretary