



Shelby County Tennessee

Shelandra Y Ford

Shelby County Register

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MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	205.00
DP FEE	2.00
REGISTER'S FEE	0.00
EFILE FEE	2.00
TOTAL AMOUNT	209.00

SHELANDRA Y FORD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS PEMBROOKE SUBDIVISION**

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PEMBROOKE SUBDIVISION (this "Declaration") is made as of this 30th day of May, 2019, by **PEMBROOKE HOMEOWNERS' ASSOCIATION, INC.**, a Tennessee non-profit corporation (the "Association"), for that certain residential development situated in the Town of Collierville, Shelby County, Tennessee, more commonly known as **PEMBROOKE** ("Pembroke" or the "Property").

WITNESSETH:

WHEREAS, Henry Halle Construction Company, a Tennessee corporation, encumbered those certain parcels of real property (collectively, the "Property" or "Pembroke") situated in the Town of Collierville, Shelby County, Tennessee, more particularly shown and depicted on those certain plats recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office") in (i) Plat Book 108, Page 23, re-recorded in Plat Book 108, Page 48, and (ii) Plat Book 108, Page 28, re-recorded in Plat Book 108, Page 49 (collectively, the "Plats"), copies of which are attached hereto and made a part hereof as **EXHIBIT "A"**, with that certain Declaration of Covenants, Conditions and Restrictions Pembroke Subdivision, dated October 30, 1986, recorded in the Register's Office as Instrument No. Y6 5356 (as amended and restated the "Original CCRs") as amended by Instrument Nos. Z7 1391, AV 5266, EG 3432; as amended and restated by Instrument Nos. HT 8767, 06150652, and 15043792; and

WHEREAS, the Association was formed, with the filing of its corporate charter (the "Charter") with the Tennessee Secretary of State as Control No. 0202544 on April 22, 1988, which is also recorded in the Register's Office as Instrument No. AL 1747, a copy of which is attached hereto and made a part hereof as **EXHIBIT "B"**, to govern and administer the Property in accordance with the terms and provisions of the Original CCRs; and

WHEREAS, the Property has been to be divided into residential Lots (each a "Lot"), with a total of one hundred ten (110) Lots comprising Pembroke, as shown on the Plats; and

WHEREAS, the Property contains certain common area (the "Common Area") as more particularly shown and depicted on the Plat; and

WHEREAS, the Common Area has been conveyed to the Association as evidenced by those certain quitclaim deed of record in the Register's Office as Instrument No. AX 5572; and

WHEREAS, the Association and the Lot Owners intend to amend and restate the Original CCRs as more particularly provided in this Declaration; and

WHEREAS, the Original CCRs provide in Section 12, as amended and restated, that they may be amended by an instrument approved by not less than a majority of the Lot Owners at Pembroke, provided such instrument is recorded in the Register's Office; and

WHEREAS, at a duly-called meeting of the Association or pursuant to the provisions of Tenn. Code § 48-57-108, Lot Owners representing at least a majority of the Lots in Pembroke have expressly approved and consented to amending and restating the Original CCRs and adopting the "Bylaws of Pembroke Homeowners' Association, Inc." (the "Bylaws"), attached hereto and made a part hereof as **EXHIBIT "C"**, as more particularly provided in this Declaration; and

WHEREAS, it is to the benefit, interest, and advantage of the Association, the owner(s) of record of each Lot (each a "Lot Owner"), and each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, conditions, restrictions, easements, assessments, and liens governing

and regulating the use and occupancy of the same be established, fixed, set forth, and declared as covenants running with the Property;

NOW, THEREFORE, in consideration of the premises, the Association and Lot Owners representing at least a majority of the Lots in Pembroke, which are duly acknowledged on behalf of such Lot Owners by the President and Secretary of the Association, do hereby publish and declare that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the Property, and the said covenants, conditions, restrictions, uses, limitations, and obligations shall run with the land and shall be a burden and a benefit to the Association, the Lot Owners, and any person or legal entity acquiring or owning any interest in any portion of the Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I **PROPERTY**

Section 1. Property Subject to this Declaration. Pembroke is more particularly shown and depicted on the Plats, copies of which are attached hereto and made a part hereof as **EXHIBIT "A"**. Pembroke is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration. For the purposes of this Declaration a "Lot" shall be a Lot shown on the Plats.

Section 2. Easements. Easements for the installation, operation, repair, and maintenance of utilities, fences, sidewalks, drives, walls, drainage facilities, and access thereto, landscaping, and planting, and screens have been granted as shown on the Plats; and the conveyance of any of Lot within Pembroke shall be made subject to such easements as shown on the Plats. From time to time, the Association, acting through its Board, may grant additional easements for similar purposes over the Common Area.

ARTICLE II **THE ASSOCIATION**

Section 1. Members. Every person, being an individual, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who is a record owner of a fee or undivided fee interest of any Lot within Pembroke shall be a Member of the Association, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within Pembroke. Ownership of such Lot shall be the sole qualification for membership in the Association.

Section 2. Voting Rights. The Owner(s) of record in the Register's Office of each Lot within Pembroke each shall be entitled to one (1) vote per Lot. If a husband and wife are the Owners, collectively, of a Lot in Pembroke such husband and wife, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote.

Section 3. Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as Owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

Section 4. Voting. At every meeting of the Members, each of the Members shall have the right to cast his votes on each questions. The vote of the Members, in person or by proxy, representing fifty-one percent (51%) of the total votes cast at such meeting, provided a quorum exists, with respect to any questions shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the Charter, or this Declaration, or of the Bylaws, 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 (1) person may be exercised by any of them present at any meeting unless any objection or protest by the 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 the membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question.

Section 5. Proxies. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 6. Quorum. The presence, either in person or by proxy, of Members representing at least twenty-five percent (25%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

Section 7. Bylaws. The Association shall be governed by those certain Bylaws attached hereto and made a part hereof as **EXHIBIT "C"**.

ARTICLE III **PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Board of the Association to adopt reasonable written rules and regulations (the "Rules and Regulations") for the benefit of the Owner in accordance with the Bylaws;
- (b) The right of the Association, in accordance with its Charter and Bylaws to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to manage said Common Area; and
- (c) No action by the Association affecting the maintenance or use of the Common Area shall prevent any Lot Owner from using the appropriate Common Areas for ingress and egress to his Lot.

ARTICLE IV
COMMON AREAS

Section 1. Common Area. The Common Area of Pembroke includes those common open spaces conveyed to the Association, including but limited to those shown on the Plats, and any easements in favor of the Association. Specifically, the Common Area shall include: (i) the Recreation Area Outlot A shown on the Plats, (ii) the 60' Landscape Screen located on Lots 55 and 110 and designated as "Outlot C", (iii) and 20' Landscape Area located on Lot 7 and designated as "Outlot B" (the "Landscape Screen") as shown on the Plats. The owners of record of Lots 7, 55, and 110 join in this Declaration to give, grant, and convey the Association the Landscape Screen as shown and depicted on the Plats for the purposes of landscaping, maintaining, repairing, and replacing any and all improvements and related landscaping structures and signs located thereon.

Section 2. Member Easement. Every Member shall have the right and easement of enjoyment in and to the Common Area, except as provided in Article III, Section 1, and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to regulate such use and such other action as may be permitted by law in effect from time to time. The right of a Member to use the Common Area may be constrained by the Rules and Regulations of the Association, as promulgated in writing, from time to time, by the Board of Directors.

Section 3. Powers of the Association as to the Common Area. The Association may, at any time, as to the Common Area controlled, conveyed, leased, assigned, or transferred to it, or otherwise placed under its jurisdiction or control, in the discretion of the Board of Directors, without any approval of the Members being required:

- (a) Operate, maintain, reconstruct, repair, replace or refinish any improvements or portion thereof upon any such area in accordance with (i) the last plans thereof approved by the Board of Directors, (ii) the original plans for the improvement, or (iii) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed;
- (b) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board of Directors deems necessary for the conservation of water and soil and for aesthetic purposes;
- (c) Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration; and
- (d) The Board of Directors shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.
- (e) The Board of Directors may, from time to time, promulgate written rules and regulations regarding the use of the Common Area.
- (f) Anything in this Declaration to the contrary notwithstanding, the Association shall neither convey nor otherwise encumber or pledge the Common Area as collateral absent the approval of a two-thirds (2/3rd) vote of the entire membership. This provision shall not preclude the Association, by and through its Board, from granting any easements or licenses, as it deems reasonably necessary on or through the Common Area. The Association and the Members expressly understand and acknowledge that since the Landscape Screen is part of Lot 110, that the underlying fee to such

real property may be encumbered or otherwise pledged as collateral by the owners of record of such Lot. No such approval of the membership of the Association shall be required for the owner(s) of Lot 110 to pledge or otherwise encumber their lot with a mortgage or deed of trust.

Section 4. Destruction of Common Area. In the event the Common Area is damaged or destroyed through the intentional or negligent act of any Member or any person for whom such Member is legally responsible, such Member does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good, workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Member, upon demand, to the Association, and the Association may enforce collection of same in the same manner and subject to the same conditions as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE V **MAINTENANCE AND REPAIR**

Section 1. Association Responsibilities. The Association shall provide and pay for all maintenance, operation, repair, replacement, and expenses for the Common Area being any and all structures constructed and maintained on the Common Area. The real property taxes for the Common Area, if any, shall also be paid for by the Association. These responsibilities are not exclusive and the Association, by appropriate vote, may elect to pay other items.

Section 2. Individual Lot Owners. Each Owner of a Lot shall be responsible for all interior maintenance, painting, repair, and upkeep of his Lot and the improvements thereon. The exterior maintenance of improvements on individual Lots shall be the responsibility of each Lot Owner, subject to the architectural guidelines and covenants of this Declaration.

Section 3. Failure to Maintain a Lot. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated on their respective Lot in a manner compatible with the other Lots and improvements in Pembroke, as reasonably determined by the Board of Directors of the Association in its sole discretion, then the Association, after approval by a three-fifths (3/5th) vote of the Board of Directors, shall have the right to notify said Lot Owner of the deficiency existing in writing and upon failure to correct said deficiency within a reasonable period of time, to take such legal action as the Board may deem appropriate, and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject as provided by this Declaration.

ARTICLE VI **ASSESSMENTS**

Section 1. Annual Assessments. Each Member hereby covenants and agrees to pay to the Association annual assessments or charges, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with any fees and attorney's fees related thereto and costs of collection thereof, as hereinafter provided, shall be a continuing lien and charge upon each Lot against which each such assessment is made and the sale or transfer of any such Lot shall not affect the validity of the assessment lien. Each such assessment, together with any fees related thereto, costs, and reasonable attorney's fees shall also be the personal obligations of the owner of record of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Use of Annual Assessments. The assessments levied by the Association shall be used exclusively for the purpose of maintaining the Common Area, the payment of any insurance maintained by the Association, and for any other purpose deemed reasonable or necessary by the Board of Directors. In setting the annual assessments, the Board of Directors may consider the needs of the Association to reserve funds for any future required maintenance, repair, or replacement of the Common Area.

Section 3. Setting of Annual Assessments. The initial annual assessment for each Lot for the year of recordation of this Declaration shall be set by the Board of Directors, in its discretion. Subsequent to the year of recordation of this Declaration, the annual assessment shall be set annually by the Board of Directors, after consideration of current operating and maintenance costs and future needs of the Association. Upon determining the budget of the Association, the Board of Directors shall assess each Lot in Pembroke equally on a *pro rata* basis.

Section 4. Procedure for Enforcement. The Association, by and through its Board, may also establish procedures to ensure compliance with the provisions of this Declaration.

Section 5. Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the recordation of this Declaration. The calendar year following the recordation of this Declaration, the Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date of each annual meeting of the Members; but in the absence of such action by resolution of the Board of Directors, the annual assessment shall be in the amount last fixed. Written notice of the annual assessment shall be sent to every Member on an annual basis. The annual assessment shall be paid as set by the Board (i.e., the Board may require annual, quarterly, or monthly payment of assessments). The due dates of each installment of the assessments may be established by resolution of the Board of Directors, but in the absence thereof shall be due annually. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Subordinate to Lien of Deed of Trust/Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or deed of trust on any Lot and to the lien of *ad valorem* real estate taxes. The lien established by this Declaration shall have preference over all other mortgages, deeds of trusts, assessments, liens, judgments, or charges of whatever nature. Foreclosure, sale, or other conveyance (such as a deed in lieu of foreclosure) pursuant to any such mortgage or deed of trust shall extinguish such lien for assessments due prior to such foreclosure or sale, but only if such assessments and all costs associated therewith, including attorney's fees, were paid in full prior to the date of recordation of the mortgage or deed of trust (but such assessment lien shall attach to any excess proceeds of the foreclosure), and no such foreclosure or sale shall relieve such Lot from liability for any future assessments or liens.

Section 7. Effect of Non-Payment of Assessments.
(i) Delinquent Payment of Assessments. Any payment of an assessment, which has not been received by the Association within thirty (30) days from the time when it becomes due, shall be delinquent without further notice to the Owner of record of the Lot which is delinquent. Such delinquent assessment, together with a reasonable late fee, subject to change from time to time by the Board in its sole discretion; the costs and expenses of collection; and a reasonable attorneys' fee shall be a charge upon the Lot and shall be a continuing lien upon the Lot until fully paid, and shall further be a personal obligation of the persons who own such Lot at the time when the assessment was made. The personal obligation for a delinquent assessment, interest, costs, expenses, and a reasonable attorneys' fee shall not pass to such Owner's successors in title unless expressly assumed by them. The said lien securing any unpaid assessments shall be subordinate to liens for real estate taxes on the Lot and to mortgages and other liens

of record on such Lot recorded or attaching prior to the time when said lien for unpaid assessments shall attach. The said lien for unpaid assessments shall take precedence over any subsequent judgment, attachment, or claim of title of any trustee in bankruptcy.

(ii) Enforcement of Liens. A lien for unpaid assessments may be enforced by suit brought in the name of the Association, acting on behalf of the Lot Owners, in a like manner as the enforcement of a lien is provided by the laws of the State of Tennessee. Without prejudice to its right to bring such a suit for enforcement, the Association, at its option, may enforce collection of delinquent assessments by any other competent proceeding and, in any event, the Association shall be entitled to recover in such action, suit, or proceeding, the assessments which are delinquent at the time of judgment or decree, together with interest thereon at the highest legal rate of interest per annum from the date of delinquency (or such other annual rate of interest as may be set forth in the Bylaws, which rate shall be permitted by Tennessee law) and all costs incident to the collection in the action, suit, or proceeding, including, but not limited to, reasonable attorneys' fees, the expenses of enforcement, late fees, and court costs.

(iii) Notice of Lien. This Declaration creates a lien on each and every Lot within the Property in favor of the Association and for the benefit of all Members to secure payment to the Association of any and all assessments and other sums levied against any and all Members and their respective Lots, together with late payment fees, and all costs of collection therewith, including actual attorney's fees incurred. If such assessment is not paid when due, the Board may elect to record a notice of lien on behalf of the Association against the Lot of which such assessment is delinquent, said notice of lien to be recorded in the Register's Office. Such notice of lien shall be executed and acknowledged by the principal officer of the Association or any other officer of the Association authorized in writing by the Board or the Association's duly authorized managing agent, and shall contain substantially the following information:

1. The name of the Association;
2. The name of the delinquent Member(s) at the time of the recording of the notice of lien;
3. A brief legal description of the Lot owned by the delinquent Member and the street address of such Lot;
4. The total amount claimed to be due on the lien for the amount of the unpaid assessments currently due or past due, any late payment fees, costs of collection, and attorney's fees;
5. The date of issuance of the notice of lien;
6. The current address of the Association and the name and current address of the person to contact to arrange for payment or release of the lien;

Any such lien may be enforced by the Board of Directors in any manner provided by any applicable law of the State of Tennessee, as the same may be modified or amended.

Section 8. Assessments Uniform. Any and all assessments must be fixed at a uniform rate for all Lots. It is the intent of this provision that assessments shall be uniform against any and all Lots upon which the levying of assessments has commenced.

ARTICLE VII **RESTRICTIVE COVENANTS**

Section 1. Residential Use. Except as may otherwise be provided herein, all Lots within Pembroke shall be known and described as primarily residential lots except for the Common Area, which shall be for Common Area amenities.

Section 2. Architectural Standards.

- A. No structure shall be erected on any Lot other than one (1) single family residence and additional structures expressly permitted by this Declaration and the Rules and Regulations. Any additional structure constructed on a Lot shall be of the same exterior design, style, and materials as the residential structure constructed upon the Lot and shall be approved by the Association in accordance with this Declaration. No such outbuilding or additional structure shall be constructed upon a Lot without the express written authority of the Association. The principal use of any permanent secondary structure (other than the single family dwelling) must be as a garage, workshop, storage facility, or some combination thereof. The enclosed area of any single secondary structure shall not exceed one-fourth (1/4th) the total living space of the main dwelling. No building or structures will be moved from another location to a Lot in the subdivision.
- B. The minimum ground floor are of the main building exclusive of open porches and carports shall be not less than 2,200 square feet in the case of a one story residence and not less than 1,700 square feet in the case of a one and one half or two story residence; except in the case of a one and one half or two story residence there shall be not less than 2,200 square feet total area for all 97 lots 100' by 150' or 15,000 square feet. The minimum ground area of the main building exclusive of open porches shall be not less than 2,600 square feet in the case of a one story residence and not less than 1,700 square feet in the case of a one and one half or two story residence; except in the case of a one and one half or two story residence there shall be not less than 2,600 square feet total area for all 13 1-1 1/3 acre lots that front on Shea Road.
- C. For the purposes of this Declaration, the "rear yard of a Lot" shall mean that portion of a lot which lies behind the planar extensions of the last rear wall (i.e., opposite of the public right-of-way, or in the event the Lot is a corner Lot, opposite of the public right-of-way upon which the main entrance to the residence is located) of the improvements constructed on the Lot.
- D. No cyclone or wire fencing is permitted. All fences constructed in Pembroke shall be approved by the ACC, as such is defined herein, in accordance with any reasonable rules and regulations adopted by it. No fence may exceed six feet (6') in height.
- E. All swimming pools must be in-ground. No permanent above-ground pools are permitted.
- F. Mailboxes shall be a standard design and color for all Lots in Pembroke as specified by the Association.

Section 3. Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within Pembroke and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

(a) Except as otherwise provided in Section 3(c) below, Pembroke is hereby restricted to residential dwellings for residential use. All new buildings or structures erected upon Pembroke shall be of new construction, and no buildings or structures shall be moved from other locations onto Pembroke. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any portion of Pembroke at any time as a residence, either temporarily or permanently.

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Property except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All pets shall be confined within homes or fenced areas or restrained by leash at all times. Each Owner shall prevent its pet(s) from soiling walks, paths, and all portions of the Common Area and, if so soiled, shall immediately clean and properly dispose of such waste. For the purposes of this Declaration, "household pets" shall include such traditional animals, such as dogs, cats, birds, and fish. No wildlife or domestic variations of farm animals shall be kept in or on the Property. Notwithstanding any of the foregoing, however, neither this Article VII, Section 3(b), any other provision of this Declaration, nor any rule or regulation of the Association shall be enforced, adopted or amended so

as to prohibit or unlawfully restrict any right of the Owner or occupant of a Lot to keep and use a seeing eye dog or other assistive or service animal for purposes provided for in any local, state or federal law, statute or ordinance protecting the applicable person's right to do so.

(c) Advertising signs for the purpose of the sale of a single family residence as approved or permitted by appropriate governmental authorities are allowed. No "for rent" signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain in Pembroke nor shall Pembroke be used in any way or for any purposes which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. No recurring business activity of any kind whatsoever shall be conducted on any Lot (for the purposes of this Declaration, "recurring business activity" does not prohibit telecommuting, but does prohibit increased business traffic to and from the Lot as determined by the Board in its sole and reasonable discretion).

(d) All equipment (excluding any and all equipment that is permanently affixed to the improvements on the Lot), service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of the drives and street. Reasonable efforts, as determined by the Board of Directors, shall be taken to screen garbage cans from the view from the main public right of way serving any Lot (in the event of a corner Lot, such public right of way shall be deemed the public right of way upon which such Lot has been designated its municipal address). All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Wheeled garbage buggies, garbage cans, or other refuse shall not be placed at or near any street earlier than 3:00 p.m. the evening prior to garbage collection and said buggies shall be timely removed on the day after of collection.

(e) Radio, television transmission receiving towers and/or antennae are not acceptable and will not be approved or allowed. Without prior written approval and the authorization of the ACC, as such term is defined herein in Article IX no exterior satellite dish shall be placed, allowed, or maintained upon any portion of the improvements located upon a Lot in Pembroke nor upon any structure situated upon a Lot in Pembroke. In the event such approval is granted, the size and location must be approved by the ACC. This section is intended to comply with existing OTARD (Over the Air Reception Device) regulations as such may be amended from time to time. Anything in this Declaration to the contrary notwithstanding, a Lot Owner may install or have installed one (1) satellite dish, of less than one (1) meter in diameter, on the improvements on his or her Lot without any authorization or approval from the ACC provided such satellite dish is installed on the rear of such improvements and is otherwise not readily visible from public right-of-way to the front of such improvements. The placement, erection, and construction of radio receiving and/or transmission towers, feedlines, supporting structures, and similar such antennae (each an "Antenna") shall be prohibited at Pembroke unless otherwise permissible under with the provisions of the Federal Amateur Radio Parity Act, as such may be amended, interpreted by courts, and regulated by federal agencies. Any permitted Antenna shall follow generally accepted engineering standards, shall be grounded, and shall comply with the provisions of this Declaration regarding architectural approval.

(f) No recreational or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, or similar type items shall be kept on any portion of Pembroke or any Lot unless within the enclosed garage, carport, or behind a fence in the rear yard of a Lot (if any such recreational or commercial vehicle or trailer is kept behind a fence or otherwise on a Lot it shall be sufficiently screened or stored such that it shall not be visible from the right of way to the front of the improvements located upon such Lot, as reasonably determined by the Board). It is strictly prohibited to store or park junk or inoperable automobiles on or about any of said Lots. All motorized vehicles parked at Pembroke must be licensed and in operating condition. Temporary storage pods shall be permitted for thirty (30) days or less, provided the use of such storage pods is in compliance with any applicable local or municipal ordinance, as such may be amended from time to time. In the event a permanent or temporary

storage pod is placed in the rear yard of a Lot, it shall be reasonably screened either by a fence or by vegetation so that it is not visible from the public right-of-way to the front of such Lot.

(g) Grass, weeds, vegetation, and debris on each Lot shall be kept mowed, edged, and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris, and plants which die shall be promptly removed from such Lots. No lawn ornaments of any kind will be permitted in yards facing streets or common areas without the written consent of the ACC, defined herein. The Association, at its option and its discretion, may mow and have dead trees and debris removed from such Lots and the Owner of such Lot shall be obligated to reimburse the Association, as appropriate, for the cost of such work should such Owner refuse or neglect to comply with the terms of this paragraph.

(h) No obnoxious or offensive trade or activity shall be carried on upon any Lot in Pembroke nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners within Pembroke. No sound shall be emitted on any part of a Lot in Pembroke which is unreasonably loud or annoying. No odor shall be emitted on any part of the property which is noxious or offensive to others. For the purposes of this Declaration, construction work shall not be deemed a nuisance.

(i) No visible building material of any kind or character shall be placed or stored upon the front yard of any of the said Lots until the Owner is ready to commence improvements.

(j) No wire or chain-link fences shall be permitted and no fencing of any type shall extend beyond the buildings lines of the front yards or side yards of corner lots. All fencing must have written approval from the ACC and be permitted by the appropriate governmental authority.

(k) All buildings constructed on a Lot shall be no closer to the side property lines or set back lines of the Lot than is permitted by the appropriate governmental authority.

(l) Excessive outdoor lighting are prohibited. Solar panels must be approved in advance by the ACC. Any vegetable gardening shall be done in the rear yard of a Lot. Clothes lines are permitted only in the rear yard of a Lot.

(m) There shall be no violation of any Rules and Regulations adopted by the Board of Directors and/or promulgated amongst the Members in writing.

(n) The Board of Directors of the Association may develop and maintain from time to time a written set of Rules and Regulations governing the day to day use of the Common Area by the Owners thereof. Such Rules and Regulations may be amended by a majority vote of the Board of Directors; however, such Rules and Regulations shall not unreasonably restrict an Owner's use of the Lots governed hereby. The Rules and Regulations shall be provided to all Lot Owners. The Lot Owners may override and repeal any Rule or Regulation adopted by the Board at a duly-called special meeting of the Association called for such purpose.

(o) Any and all covenants included on the Plats are hereby incorporated herein and are enforceable by the Association by and through its Board of Directors.

(p) The construction of any in ground swimming pool shall be subject to the provisions of Article IX of this Declaration.

(q) Permanent window mounted air conditioning or heating units shall be allowed, provided any such unit installed on the front of the improvements on the Lot are screened, as determined by the Board, so as to not be reasonably visible from the public right of way. Any such units not on the front of the improvements

of the Lot need not be screened. For the purposes of this section the "front of the improvements" shall mean that portion of the improvements upon which the front door to the improvements is located.

ARTICLE VIII **INSURANCE**

Section 1. The Association. The Association and each Lot Owner agree that (i) the insurance on the improvements on the Lots, including interior portions thereof, is the responsibility of the respective Lot Owners, and (ii) the Common Area shall be insured against risks as determined by the Association, including fire and extended coverage, in the amount of full insurable value. Public liability insurance shall also be maintained on the Common Area and shall be a common expense. Said insurance will be maintained by the Association for the use and benefit of the Lot Owners and absolute liability shall not be imposed on Lot Owners for damage on the Common Area. The premiums for any coverage regarding individual Lots and improvements thereon shall be an expense of individual Lot Owners. If it can be obtained, the Association shall maintain directors' and officers' liability coverage insurance. In addition to the insurance on the Common Area, the Association may maintain such general liability, errors and omissions, directors and officers, and other such insurance as the Board of Directors may see fit from time to time.

Section 2. Lot Owners. By virtue of taking title to a Lot subject to the terms of the Declaration, each Owner covenants and agrees with all other Owner and with the Association that each individual Owner may carry blanket all-risk casualty insurance on the Lot and structures constructed thereon for the full replacement cost thereof. In the event of damage or destruction by fire or other casualty, the Owner shall, with the concurrence of the mortgagee, if any, upon receipt of any insurance proceeds, construct to repair or rebuild such damage or destroyed portions of the improvements in a workmanlike manner in conformance with the original plans and specifications of the building (including landscaping). In the event the Owner refuses or fails to so repair or rebuild any and all such damage to his improvements within (30) days, the Association, by and through its Board of Directors, is hereby authorized by such Owner, upon written notice, to repair and rebuild the improvements in a good and workmanlike manner in conformity with the original plans and specifications or otherwise remove and clean-up the debris from the casualty. The Owner shall then repay the Association in the amount expended for such repairs and work, including any and all costs, expenses, attorney's fee, and reasonable interest related thereto, and the Association will have a lien securing the payment of the same identical to that provided in Article VI, above, securing the payment of said sums expended and subject to the power of sale and foreclosure as set forth in said article.

ARTICLE IX **ARCHITECTURAL CONTROL**

Section 1. Architectural Control Committee (ACC). An Architectural Control Committee (the "ACC") is hereby established. The Board of Directors of the Association shall appoint the ACC, which shall be composed of a minimum of three (3) individual Lot Owners. Director(s) and non-Member licensed professionals may also serve on the ACC. The affirmative vote of a majority of the membership of the ACC shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein. The Board, in its sole discretion, may override any decision of the ACC.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violations. 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 Pembroke, nor shall any existing structure, fence, or barrier upon any Lots be altered in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or

deletions to improvements, nor shall there be any changes in landscaping, without the written consent of the ACC; 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 ACC. Such plans and specifications (the "Plans") shall be in such form and shall contain such information as may be required by the ACC, but in any event shall include:

- A site plan of the Lot showing the nature, exterior, color scheme, kind, shape, height, materials, and location with respect to said Lot (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
- The ACC may require landscape and grading plans of the particular Lot.

The ACC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ACC at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval or to waive the exercise of the ACC's discretion as to any such matter, but no changes of policy shall affect the finality of any Lot or any plans or specifications previously submitted to and approved by the ACC but such approval shall not be deemed a waiver by the ACC in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans or specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be evoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot in question. For the purposes of this Declaration, "landscaping" and the authority of the Association or the ACC to review and/or approve landscaping shall be limited to the planting of trees, removal of live trees, the landscaping or re-landscaping of the majority of an existing front yard as determined by the ACC, installation of irrigation systems, and the sodding or re-sodding of yards. The replacement (with substantially the same plantings) or removal of the remains of dead or damaged trees or vegetation does not require the consent or approval of the ACC.

In the event the ACC fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed, or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the ACC any such structure, fence, or barrier so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

If thirty (30) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its 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, including attorney's fees and the expenses of enforcement, shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Register's Office.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the Plans, 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 letter shall be at the expense of the Owner or Owners of such Lot. Any letter 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 persons encumbering said property, in good faith and for value, or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of the restrictions and all other requirements as to which the ACC exercise any discretionary or interpretive powers.

The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of the ACC may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. This provision shall be limited and construed as to apply only to those Lots which have applied for approval from the ACC or made alterations to their respective Lot, as provided in this Article, without the approval from the ACC. The ACC must have a reasonable belief that a Lot Owner has violated the provisions of this Article to exercise any inspection rights conferred hereunder.

The Association or any Owner of any Lot contained within Pembroke 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 Lot in the Subdivision. Failure by any owner to enforce any such proceeding shall in no event be deemed a waiver of the right to do so thereafter.

Should a request from the ACC come from an ACC member, the other members of the ACC shall select a disinterested Lot owner to take the place of the ACC member making the request.

Section 3. Architectural Control Committee's Duty. The primary duty of the ACC shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements on Lots within Pembroke in accordance with the provisions of this Declaration.

Section 4. Exculpatory Provision. Neither the ACC, the Association, nor any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provision, nor for any structural or other defects in any work done according to such Plans and specifications.

ARTICLE X AMENDMENTS

Section 1. Amendments. Amendments to this Declaration may be effected as follows:

Section 2. By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An

amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than twenty-five percent (25%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Lot Owners holding sixty-seven percent (67%) of all Owner votes.

Section 3. Execution and Recording. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence authorizing such execution placed with the minutes of the Association and (ii) recorded in the Register's Office.

ARTICLE XI **LEASING PROHIBITION**

(i) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an Owner of a Lot at Pembroke after the date of recordation of this Declaration is prohibited from leasing, or entering into a lease-purchase or similar contract for, that Lot or any portion thereof. It shall be a violation of this Article subject to written waiver by the Board of Directors, in their sole and absolute discretion, if an Owner, or if more than one Owner, at least one of the Owners (including an Owner who may own less than 100% of the ownership interest in any Lot) shall not occupy the Lot on a permanent basis. It shall also be a violation of this Article, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person lives in any Lot without paying any rental or lease payment unless an Owner also occupies such Lot. For purposes of the preceding sentence, it shall not be a violation of this Article if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot temporarily resides in such Lot. A person who "temporarily resides" in the Lot without violating this Article is meant to include persons commonly known as house sitters or other persons who stay in the Lot while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Lot while the Owner is absent. Such "Temporary Residence" by a person not an Owner shall not exceed a total of six weeks in any one calendar year.

(ii) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause, desires to lease a Lot or any part thereof, or if an Owner wishes to extend any period of Temporary Residence as described in the preceding paragraph for a period longer than six weeks, then such Owner shall make application to the Board of Directors which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this Article upon such conditions and under such circumstances as the Board of Directors, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Article.

(iii) It is the express intent of this Article that the prohibition against leasing shall apply only to persons who obtain title to their Lot subsequent to the date of recordation of this Declaration.

(iv) Further, the prohibition contained herein shall not apply to the institutional holders of a mortgage or deed of trust who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure (the provisions of this prohibition against leasing shall apply to the holders of a mortgage or deed of trust, involved in seller financing or a similar transaction, who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure). The prohibition against leasing herein contained shall also not apply to: a) individual persons who acquire title to a Lot by devise, inheritance, or operation of law from an Owner who is an Owner on the date of recordation of this Declaration in the Register's Office of Shelby County, Tennessee; b) to any person who is an Owner on the date of recordation of this Declaration and who conveys their Lot to a living trust the beneficiaries of which are the Owners or

their spouse, child, parent or sibling; or c) to any spouse, child, parent, or sibling of an Owner who acquires title by *inter vivos* conveyance from an Owner who is an Owner on the date of recordation of this Declaration. In the event of any inconsistencies or contradictory language between this Article and any other provisions of the Amended and Restated CCRs, then the provisions of this Article shall control.

(v) The foregoing notwithstanding, all Lot Owners, including those who took title prior to the recordation of this Declaration, are prohibited from leasing all or any portion of their Lot for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short term rentals under such programs commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Article XII(v), any Lot Owner may apply for a waiver under Article XII(ii) to the Temporary Leasing Prohibition of this Article XII(v).

(vi) In the event of any violation of this Article by an Owner, the Association shall be entitled to any remedy available at law or in equity from such Owner including, but not limited to, damages and injunctive relief together with any attorney's fees incurred by the Association and all costs and expenses of whatever type, kind or nature expended by the Association to enforce any of the provisions of this Article, whether such enforcement is by way of non-judicial or judicial action.

ARTICLE XII **MISCELLANEOUS**

Section 1. Choice of Law. This Declaration has been executed in the State of Tennessee, and shall be construed, performed and enforced in accordance with the laws of the State of Tennessee.

Section 2. Severability. In the event any provision of this Declaration shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Declaration shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from this Declaration and the performance hereof are not adversely affected by the elimination of such provision(s).

Section 3. Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

Section 4. Binding Effect. The terms of this Declaration and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

Section 5. Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind Pembroke for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any point during their term or any extension thereof by a written document executed and acknowledged by eighty percent (80%) of all the Members.

Section 6. Enforcement. The Association shall have the right to enforce the covenants and restrictions contained in this Declaration or applicable to Pembroke by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement, including court costs, expenses, and attorney's fees, by the Association shall be chargeable to the

Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 7. Cost and Attorney's Fees. In any proceeding arising because of an alleged failure of a Member to comply with the requirements of the Act, this Declaration, the charter, the Bylaws, or the Rules and Regulations adopted pursuant to this Declaration, as the same may be amended from time to time, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

Section 8. No Waiver of Rights. The failure of the Association or any Member to enforce any covenant, restriction, or other provision of this Declaration, the Charter, or the rules and regulations adopted pursuant to this Declaration, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 9. Contract for Property Management. The Association may retain the services of a professional management company to manage and maintain the Common Area of the Property and/or for such other services as deemed reasonably necessary by the Board of Directors.

Section 10. Conflict with the Original CCRs. In the event this Declaration conflicts with the Original CCRs in any way, this Declaration shall control, it being the express intent of the Association and the Lot Owners that this Declaration should merge, amend, supersede, replace, and restate the Original CCRs in their entirety.

IN WITNESS WHEREOF, the Association, by and through its President and Secretary who execute this Declaration for and on behalf of the Lot Owners at Pembroke who have approved this Declaration, has executed this Declaration the day and year first above written.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

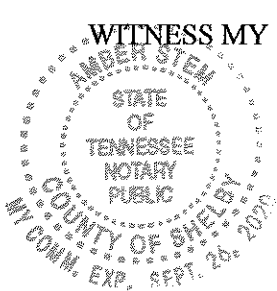
THE ASSOCIATION:

PEMBROOKE HOMEOWNERS' ASSOCIATION, INC.,
a Tennessee non-profit corporation

By: *Robert A. Manson*
Name: ROBERT A. MANSON
Title: President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared ROBERT A. MANSON, President of Pembroke Homeowners' Association, Inc., a Tennessee non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Pembroke Homeowners' Association, Inc., a Tennessee non-profit corporation, the within named bargainor, a corporation, and that she/he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.



WITNESS MY HAND AND OFFICIAL SEAL at office, this 9th day of February, 2018.

Amber Stem
NOTARY PUBLIC

My Commission Expires: September 26, 2020

By: *Sally Harville*
Name: Sally Harville
Title: Secretary

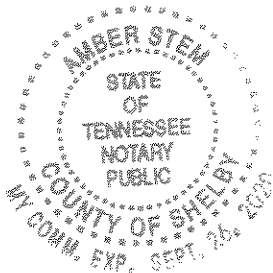
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Sally Harville, Secretary of Pembroke Homeowners' Association, Inc., a Tennessee non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Secretary of Pembroke Homeowners' Association, Inc., a Tennessee non-profit corporation, the within named bargainor, a corporation, and that she/he as such Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Secretary.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 15th day of February, 2018.

Amber Stem
NOTARY PUBLIC

My Commission Expires: September 26, 2020



JOINDER OF OWNERS OF LOT 7

The undersigned, being the owners of record 3506 Shea Road; Collierville, Tennessee 38017 (Lot 7, Pembroke Subdivision, Section A) join in this Declaration solely for the purposes of granting the Association an easement, as more particularly provided in Article IV over the Landscape Screen.

LOT 110 OWNER:

Daniel Israel Eddlestone

Daniel Israel Eddlestone

Deborah Arnold Eddlestone

Deborah Arnold Eddlestone

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Daniel Israel Eddlestone with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and seal at office this 6 day of March, 2018. 2019

[AFFIX SEAL] Melissa P. Reaves
Notary Public
My Commission Expires: 5-10-20

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Deborah Arnold Eddlestone with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the person who executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and seal at office this 6 day of March, 2018. 2019

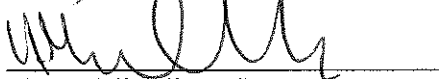
[AFFIX SEAL] Melissa P. Reaves
Notary Public
My Commission Expires: 5-10-20

STATE OF TENNESSEE
COUNTY OF SHELBY

JOINDER OF OWNERS OF LOT 55

The undersigned, being the owners of record 3470 Shea Road; Collierville, Tennessee 38017 (Lot 55, Pembroke Subdivision, Section A) join in this Declaration solely for the purposes of granting the Association an easement, as more particularly provided in Article IV over the Landscape Screen.

⁵⁵
LOT 110 OWNER:


H. McCall Wilson, Jr.


STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared H. McCall Wilson, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and seal at office this 25th day of March, 2018.

[AFFIX SEAL]




Notary Public
My Commission Expires: 4/28/21

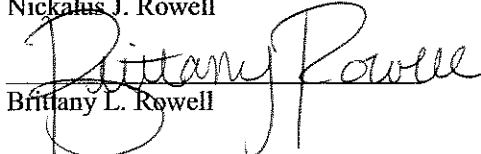
JOINDER OF OWNERS OF LOT 110

The undersigned, being the owners of record 3515 Milford Cove; Collierville, Tennessee 38017 (Lot 110, Pembroke Subdivision, Section B) join in this Declaration solely for the purposes of granting the Association an easement, as more particularly provided in Article IV over the Landscape Screen.

LOT 110 OWNER:



Nickalus J. Rowell



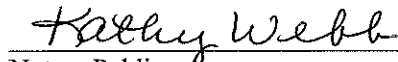
Brittany L. Rowell

STATE OF TENNESSEE
COUNTY OF SHELBY

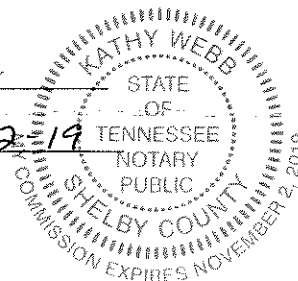
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Nickalus J. Rowell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and seal at office this 15 day of Feb., ²⁰¹⁹~~2018~~.

[AFFIX SEAL]



Notary Public
My Commission Expires: 11-2-19

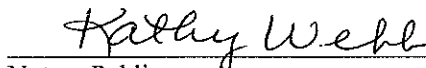


STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Brittany L. Rowell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the person who executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and seal at office this 15 day of Feb., ²⁰¹⁹~~2018~~.

[AFFIX SEAL]



Notary Public
My Commission Expires: 11-2-19

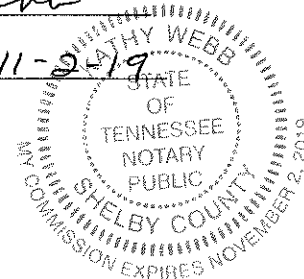
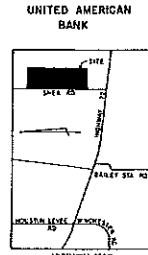


EXHIBIT "A"
THE PLATS







STATION	Δ	R	L	T
39+00.00	250.00	170.87	88.5	
39+05.22	175.00	119.35	62.12	
39+00.00	150.63	102.10	53.12	
10+00.00	365.00	316.78	230.54	
100+00.00	350.00	261.80	178.76	
17+23.58	230.00	76.36	38.41	
20+34.40	230.00	89.75	45.36	

NOTE MEDIAN ON CAMBROOKS DR
LANDSCAPE, & RECREATION
AREA TO BE MAINTAINED
BY HOMEOWNERS ASSOC

SIDEWALKS WILL BE REQUIRED ALONG
WY 8R OR ON LOTS 4-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-103

RECEIVED BY: DATE: 3-10-93

PLAT
A
SUBDIVISION
TENNESSEE
31, 1985

CRES / 60 LOTS
 752240
 HALL CONSTRUCTION
 (COUNTY)
 43 PAGES
 REGISTER'S FEE
 1/1/50

IND. CONSULTING ENGINEER

1027 YATER ROAD SOUTH
MEMPHIS, TENNESSEE 38111



EXHIBIT "B"
THE CHARTER

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37219

AL 1747

DATE: 04/25/88
REQUEST NUMBER: 815-1284
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 04/22/88 1241
EFFECTIVE DATE/TIME: 04/22/88 1241
CONTROL NUMBER: 0202544

TO:
J TERRY PITTS ATTORNEY
6363 POPLAR AVE
SUITE 420
MEMPHIS, TN 38119

RE:
PEMBROOKE HOMEOWNERS' ASSOCIATION, INC.
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE. THE CHARTER DOCUMENT IS ENCLOSED AND IS EFFECTIVE AS INDICATED 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.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF THE STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING EACH ANNIVERSARY DATE OF INCORPORATION. THIS OFFICE WILL MAIL THE REPORT DURING THE ANNIVERSARY MONTH 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.

OR: CHARTER - NONPROFIT

RECEIVED: \$25.00

ON DATE: 04/25/88

FROM:
J TERRY PITTS ATTORNEY
6363 POPLAR AVE
SUITE 420
MEMPHIS, TN 38119

RECEIPT NUMBER: 00000777324
ACCOUNT NUMBER: 00027908



SS-4458

Henry Crowell

HENRY CROWELL
SECRETARY OF STATE

AL 1747

RECEIVED
STATE OF TENNESSEE

88 APR 14 PM 1: 56

GENTRY CROWELL
SECRETARY OF STATE

CHARTER OF INCORPORATION

PEMBROOKE HOMEOWNERS' ASSOCIATION

RECEIVED
STATE OF TENNESSEE

88 APR 22 PM 12: 41

GENTRY CROWELL
SECRETARY OF STATE

FILED

The undersigned Incorporator adopts the following Charter for the above listed corporation:

1. The name of the corporation is PEMBROOKE HOMEOWNERS' ASSOCIATION, INC.
2. This corporation is a mutual benefit corporation.
3. The address of the corporation's initial registered office is: 3389 Amroth Cove, Collierville, TN 38017 which is in Shelby County, Tennessee. The initial registered agent at the above address is Jon Eilenberg.
4. The incorporator is:
J. Terry Pitts
6363 Poplar Avenue, Suite 420
Memphis, TN 38119
5. The address of the principal office of the corporation is 10579 Tenby Cove, Collierville, TN 38017.
6. The corporation is not for profit.
7. The corporation will have members who shall be all the owners of the lots in Pembroke Subdivision.
8. Upon the dissolution of this corporation the assets shall be distributed to another mutual benefit corporation or shall be carried out similar purposes for which this corporation is formed. In the event the purposes for which this corporation has been formed no longer exist, the assets, after payment of all creditors shall be distributed to its members.

J. Terry Pitts
J. TERRY PITTS,
INCORPORATOR

AL 1747	
No.	
STATE TAX	
REGISTER'S FEE	
RECORDING FEE	
TOTAL	6.00
STATE OF TENNESSEE	
CLERK OF THE COURT	
GUY B. BAILEY	
MEMPHIS	
BY <i>[Signature]</i> D.R.	

RETURN TO:
MEMPHIS TITLE CO.
100 N. MAIN BLDG

EXHIBIT "C"
BYLAWS OF PEMBROOKE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND GUIDELINES

Section 1. **NAME.** The name of this Association will be the "Pembroke Homeowners' Association, Inc., a Tennessee nonprofit corporation".

Section 2. **GOVERNING LAW.** The Association is and shall remain a non-profit corporation, governed by the provisions of the Tennessee Nonprofit Corporation Act, Tenn. Code § 48-51-101, *et seq.* (the "Act"), as amended from time to time, except as otherwise provided in these Bylaws, and no part of the net earnings thereof shall inure to any individual Member, except as expressly provided in the Declaration of Covenants, Conditions and Restrictions Pembroke Subdivision (the "Declaration"), dated October 30, 1986, of record in the Register's Office of Shelby County, Tennessee (the "Clerk's Office"), as Instrument No. Y6 5356, as amended by Instrument Nos. Z7 1391, AV 5266, EG 3432; as amended and restated by Instrument Nos. HT 8767, 06150652, and 15043792, or the Association's Charter.

Section 3. **NON-POLITICAL.** The Association shall not endorse or align with any political party or candidate for public office.

Section 4. **PURPOSES.** The Association is formed to serve as the means through which the Members administer, manage, and operate Pembroke as such term is defined in the Declaration, under the provisions of Act, as amended from time to time.

Section 5. **PRINCIPAL OFFICE.** The principal office of the Association shall be located at 10562 Cambrooke Cove, Collierville, Tennessee 38017, or such other place as may be designated by the Association.

ARTICLE II
MEMBERSHIP

Section 1. **MEMBERS.** Membership in the Association shall be limited to the Members as such term is defined in the Declaration.

Section 2. **VOTING RIGHTS.** The Owner(s) of record in the Register's Office of each Lot within Pembroke each shall be entitled to one (1) vote per Lot. If a husband and wife are the Owners, collectively, of a Lot in Pembroke such husband and wife, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote.

Section 3. **ROSTER OF MEMBERSHIP.** The Secretary of the Association shall maintain a roster of the Membership entitled to vote at the meetings as hereinafter provided.

Section 4. **PROXIES.** Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE III
BOARD OF DIRECTORS

Section 1. BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors consisting of five (5) persons (each being a "Director"). Each Director shall be a Member, as such term is defined in the Declaration. No Member who is delinquent in the payment of his or her assessment or otherwise in default of the Declaration may serve on the Board (in the event a Director becomes delinquent or otherwise in default of the Declaration, then he or she must resign from the Board and the remaining Directors shall elect a Director to fill such position until the next annual meeting of the Members at which time the Membership shall elect a replacement to fill such Director's unexpired term).

Section 2. ELECTION OF DIRECTORS. Election of Directors shall be conducted in the following manner:

Except as otherwise provided herein, the Members of the Board of Directors shall be elected by written ballot or written proxy at the annual meeting of the Members and shall serve for a two (2) year term or until their successors are elected and qualified. In addition, the terms of the Directors are to be staggered to ensure that Directors with corporate knowledge of the Association remain on the Board. In order to establish the staggered Board of Directors, beginning with the annual meeting in 2019, the Association shall elect five (5) Directors, of which two (2) Directors shall serve for a one (1) year term and three (3) Directors shall serve for a two (2) year term. Subsequently, all Directors shall be elected to two (2) years terms. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another association mailing or delivery, including regularly published newsletters, to each Lot Owner entitled to vote, a first notice of the date of the election. Any Lot Owner or other eligible person desiring to be a candidate for the board of Directors must give written notice to the Secretary not less than forty-five (45) days before a scheduled election to be included on the written ballot or ballot/proxy. Additional nominations may be taken from the floor at the annual meeting, but will not be included on any ballot or ballot/proxy sent to the Members in accordance with the notice provisions contained in these Bylaws.

Section 3. ELECTION OF OFFICERS BY BOARD OF DIRECTORS. The Board of Directors shall elect a President, Vice-President, Secretary, and Treasurer. The Board of Directors may, in its discretion, from time to time by a majority vote remove an officer from office with or without cause.

Section 4. QUORUM; VOTING. The attendance of a majority of the Directors of the Board shall constitute a quorum. A simple majority will be required for any binding action, except as otherwise provided herein. Each Director shall be entitled to one (1) vote on all matters before the Board of Directors.

Section 5. QUALIFICATIONS; REMOVAL OF DIRECTORS. To be eligible for or to hold elected office in the Association, a person must be a Member. Except as otherwise provided herein, any Director may be removed by a vote of two-thirds (2/3) of all the Members at a duly-called special meeting of the Association called for such purpose. If a Director is removed by the Members, then a replacement shall be elected at such meeting by the Members.

Section 6. VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by the vote of the Members of the Association shall be filled by the vote of the majority of the remaining Directors or by the sole remaining Director. Each individual so elected shall serve as a Director until a successor is elected to fill the unexpired term at the next annual meeting of the Owners of the Association or at a special meeting of the Owners of the Association called for that purpose. Any Director filling a vacant position shall serve until their successor is elected.

Section 7. NO COMPENSATION. Directors shall serve without compensation.

Section 8. POWERS/DUTIES OF BOARD OF DIRECTORS. Powers and duties of the Board of Directors shall include:

A. The appointment of the Architectural Control Committee (the "ACC"), as such is provided in the Declaration, and all other standing committees and chairpersons thereof. This power can be delegated to the President. All committees shall derive their direction from the Board of Directors.

B. The appointment of all persons or organizations to serve the Association, including, but not limited to, any professional management company.

C. The filling of vacancies on the Board of Directors until the next annual meeting.

D. The approval of expenditures of Association funds.

E. The establishment of policy for the Association.

F. The dissolution of all standing and other committees. This power can be delegated to the President.

G. The setting and collection of all annual and special assessments provided in the Declaration.

H. Such other powers and duties as given to them by the Members; or established by the Declaration; or which may be exercised for, on behalf of, and in the best interests of the Association.

I. All other powers of a non-profit corporation as permitted by the Act.

J. Promulgation of reasonable rules and regulations (the "Rules and Regulations") in accordance with the Declaration after written notice to the Members.

ARTICLE IV OFFICERS

Section 1. OFFICERS. Following the annual meeting of the Members, the Directors shall elect the following officers by a majority vote of the Directors: President, Vice-President, Secretary, and Treasurer.

Section 2. PRESIDENT. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and the Board of Directors and shall perform such duties as directed by the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the membership from time to time as he or she may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association. Annually, the Board of Directors may determine an amount up to which the President is authorized to expend on behalf of the Association without Board approval, provided the President is able to substantiate such expenses by providing receipts or statements for such expenses. The Board shall note such amount in its minutes.

Section 3. VICE PRESIDENT. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegate to him by the Board of Directors.

Section 4. SECRETARY. The Secretary, or another Board Member as designated, shall be the official custodian of all records of the Association except Membership records, shall keep the minutes of the Association and Board of Directors meetings, shall send all official correspondence in the name of the Association, and shall give all required notices. In no event may the President and Secretary be the same individual.

Section 5. TREASURER. The Treasurer shall keep and be responsible for all funds of the Association and shall keep the Membership records. The funds shall be deposited in an account in the name of the "Pembroke Homeowners' Association, Inc." The Treasurer shall make a list of all Members which shall include each Member's name, and date joined. The Treasurer shall provide a current list to the Secretary on a periodic basis. The President and Treasurer shall each, individually, have signature authority on bank accounts of the Association. All monies belonging to the Association shall be delivered to the Treasurer and all bills shall be submitted to the Treasurer for payment. The Treasurer shall provide regular reports of transactions and prepare financial statements as directed by the Board of Directors. In the event the Association is professionally managed, the Board may authorize such management company to have signature authority on bank accounts of the Association.

Section 6. DUAL OFFICES. A Director may also serve as an officer and on the ACC. An individual may hold two (2) Officer positions at the same time, except that in no event may the President and Secretary be the same individual.

Section 7. EXECUTION OF INSTRUMENTS. Provided any such document has been approved by the Membership, if necessary and as provided herein, and evidence of such approval is kept with the Association's records, all agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by a resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President and Secretary. All checks shall be signed by the Treasurer, or in his absence or disability, by the President or any duly elected assistant-treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V MEMBERSHIP MEETINGS

Section 1. ANNUAL MEETING. The annual meeting of the Membership of the Association in each year shall be held between the months of January and April, inclusive, on the particular day, hour, and location as determined and designated by the Board of Directors. Written notification of the Annual Meeting shall be given to the Members as provided in the Bylaws. Written notification of the Annual Meeting shall be given to the Members as provided in the Bylaws.

Section 2. SPECIAL MEETINGS. Special meetings of the Membership for any purpose may be called (1) by the President or (2) by the Secretary upon written request of ten percent (10%) of the Membership.

Section 3. QUORUM. The presence, either in person or by proxy, of Members representing at least twenty-five percent (25%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

Section 4. NOTICE. Written notice shall be sent to all Members of annual and special meetings, stating the time, place, and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed to each Member at his or her address as it appears on the books of the Association or may be delivered to his or her Lot not less than seven (7) days nor more than thirty (30) days prior to the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice.

Section 5. VOTING. At every meeting of the Members, each of the Members shall have the right to cast his or her vote on each question. The vote of the Members representing fifty-one percent (51%) of the total votes cast, in person or by proxy (provided a quorum exists), shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the Charter, the Declaration, or these Bylaws, 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 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 decided that question.

ARTICLE VI ASSOCIATION RESPONSIBILITIES

Section 1. INDEMNIFICATION. The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or Director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which such officer or Director may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, 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, former officer or Director, may be entitled, including the provisions of Tennessee Code § 48-58-501, *et seq.*, as such may be amended from time to time. The Association shall maintain adequate general liability insurance and if, obtainable, officers' and Directors' liability insurance to fund this obligation.

Section 2. INSURANCE. The Association shall, as determined by the Board of Directors in its sole discretion, obtain and maintain at all times as a common expense insurance as required by the Declaration.

ARTICLE VII PROCEDURE

The President shall regulate and govern all debate and action by the Board of Directors and the Membership at any meeting in a manner, which promotes a fair exchange of views, and the efficient dispatch of business. When resort to rules of procedure becomes necessary, business may be governed by Robert's Rules of Order.

ARTICLE VIII AMENDMENTS

Section 1. AMENDMENTS. Amendments to these Bylaws may be effected as follows:

Section 2. BY THE ASSOCIATION. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than twenty-five percent (25%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Members holding sixty-seven (67%) of all Member votes.

Section 3. EXECUTION AND RECORDING. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence authorizing such execution placed with the minutes of the Association and (ii) recorded in the Clerk's Office.

ARTICLE IX FINANCES

Section 1. FISCAL YEAR. The fiscal year shall commence on January 1st and end on December 31st of each year. The Board of Directors may establish a different fiscal year and must notify each of the then existing Members of the change.

Section 2. DEPOSITORY AND CHECKS. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by one (1) of the following officers: President or Treasurer. The Board of Directors, by resolution, may require more than one (1) signature. In addition, the Board may authorize its professional managing agent to have signature authority on the bank accounts of the Association.

Section 3. ANNUAL BUDGET. The Board of Directors shall propose an annual budget each year and may mail a copy of the Association's proposed annual budget of common expenses to each Member not less than ten (10) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Members. Copies of the annual budget shall be available to all Members upon request.

Section 4. FIDELITY BONDS. The Board of Directors, in its sole and absolute discretion, may require fidelity bonds on all or any officers, employees, and agents of the Association or the Board and any other persons responsible for funds of the Association. The Board of the Administration shall determine the amount of such bonds. Premiums on such bonds shall be paid by the Association.

ARTICLE X
NOTICES

Section 1. NOTICE. Whenever, under the provisions of the Act, the Articles, or these Bylaws, notice is required to be given to any Director or Member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or Member as their name appears on the books of the Association.

Section 2. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the Act, the Articles, the Declaration or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

ARTICLE XI
OFFICIAL RECORDS

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- A. The plans, permits, warranties, and other items provided by the original developer, if any.
- B. A photocopy of the recorded Declaration and all amendments thereto.
- C. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- D. A certified copy of the Charter and all amendments thereto.
- E. A copy of the current Association's rules and regulations, if any.
- F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of the Members, which minutes shall be retained for a period of not less than seven (7) years.
- G. A current roster of all Members, their mailing addresses, lot identifications, voting certifications, e-mail addresses (if possible), and if known telephone numbers.
- H. All current insurance policies of the Association.
- I. A current copy of any management agreement, lease, agreement, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.
- J. Bills of sale or transfer for all property owned by the Association.
- K. Accounting records for the Association according to generally accepted accounting practices.
- L. Voting proxies, which shall be maintained for a period of one year from date of the meeting for which the proxy was given.

ARTICLE XII
PARTIAL CONDEMNATION OF COMMON AREA

The Association, through the action of the Board of Directors, shall have the power to convey a portion of the Common Area to a condemning authority for the purpose of providing utility easements, rights of ways expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

ARTICLE XIII
WRITTEN INQUIRIES BY MEMBERS

When a Member files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Member within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that a legal opinion has been requested. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Member inquiries, one of which may be that the association is only obligated to respond to one written inquiry per Lot in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

ARTICLE XIV
MISCELLANEOUS

Section 1. CHOICE OF LAW. These Bylaws have been executed in the State of Tennessee, and shall be construed, performed and enforced in accordance with the laws of the State of Tennessee.

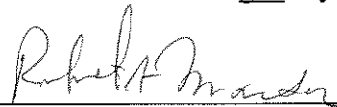
Section 2. SEVERABILITY. In the event any provision of these Bylaws shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of these Bylaws shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from these Bylaws and the performance hereof are not adversely affected by the elimination of such provision(s).

Section 3. ENTIRE AGREEMENT. These Bylaws constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

Section 4. BINDING EFFECT. The terms of these Bylaws and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

Section 5. CONFLICT WITH THE DECLARATION. In the event there is any conflict between the terms and provisions of the Declaration and these Bylaws, the Declaration shall control.

I certify that these Bylaws were adopted by the Association as of this 8th day of February,
2018.


ROBERT A MANSON, President

I, Angela G. Lawson, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



Angela G. Lawson

State of: Tennessee

County of: Shelby

Personally appeared before me, Amber Stem, a notary public for this county and state, (name of person making certification) who acknowledges that this certification of an electronic document is true and correct, and whose signature I have witnessed.



Notary's Signature

MY COMMISSION EXPIRES: September 26, 2020

Notary's Seal (If on paper)

