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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILD RIDGE AT FOX RUN (A PLANNED UNIT DEVELOPMENT)**

**INCLUDING:**

**EXHIBIT A  
PROPERTY LEGAL DESCRIPTIONS  
PHASE 1 & PHASE 2**

**EXHIBIT B  
BYLAWS**

**EXHIBIT C  
WILD RIDGE  
ARCHITECTURAL GUIDELINES**

This Instrument Prepared by:  
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Signal Mountain, TN 37377


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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR WILD RIDGE AT FOX RUN (A PLANNED UNIT DEVELOPMENT)**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS ("**Declaration**") is executed the   ✓   day of   ✓  , 2015, by HIGH ACRES, INC., a Tennessee corporation ("**Declarant**").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real estate in the County of Hamilton, State of Tennessee, as shown upon the Plan for Wild Ridge at Fox Run of record in Plat Book 101, Page 61, Register's Office for Hamilton County, Tennessee, as amended from time to time (the "**Plat**"), and a preliminary plan for which is on file at the Town Hall in the Town of Signal Mountain, Hamilton County, Tennessee (collectively, "**Wild Ridge**"); and

WHEREAS, Declarant desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of Wild Ridge at Fox Run (A Planned Unit Development); and

WHEREAS, Declarant further desires to establish for Declarant's benefit and for the mutual benefit and advantage of all future owners and occupants of Wild Ridge, or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of Wild Ridge as defined herein, and the maintenance, protection and administration of the Common Use Facilities and Open Space (both as defined herein) thereof, all of which are declared to be in furtherance of plan to promote and protect the operative aspects of residency or occupancy in Wild Ridge and on all portions thereof;

NOW, THEREFORE, Declarant, as for the purposes set forth above and further hereinafter set forth, declares as follows:

**ARTICLE I.  
DEFINITIONS**

1.1 "**Annual Assessment**" shall mean assessments levied on all Lots subject to assessment under Article IV to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 4.3.

1.2 "**Architectural Review Committee**" shall mean the committee formed to promulgate design and development guidelines and application, to review procedures for new construction upon the Property and any modifications to improvements, and to review and approve the plans for same.

1.3 "**Assessment**" shall mean and refer to charges levied against Lots to fund Common Expenses and any other expenses of the Association and shall include Common Assessments, Special Assessments and Specific Assessments.

  
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1.4 "**Association**" shall mean and refer to Wild Ridge Homeowners Association, Inc., a Tennessee nonprofit corporation, to be organized and existing under the laws of the State of Tennessee, and its successors and assigns.

1.5 "**Board**" shall mean and refer to the board of directors of the Association.

1.6 "**Builder**" shall mean any Person who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers.

1.7 "**Bylaws**" shall mean and refer to the bylaws of the Association attached hereto as Exhibit B and made a part hereof, as amended from time to time

1.8 "**Class A Member**" shall have the meaning set forth in Section 3.2(a).

1.9 "**Class B Control Period**" means the period of time from the recordation of this instrument until the first to occur of (a) the written termination by Declarant, (b) when 95% of the Lots have been conveyed to Class A Members other than Builders, or (c) December 31, 2038.

1.10 "**Class B Member**" shall have the meaning set forth in Section 3.2(b).

1.11 "**Common Expenses**" means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the Bylaws, and the Articles of Incorporation. Common Expenses shall not include any expenses incurred during the Class B Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Members representing seventy-five percent (75%) of the total Class A votes of the Association.

1.12 "**Common Use Facilities**" shall mean and refer to all facilities owned by the Association within Wild Ridge used in common by all Owners, including all road, entrance features, landscape buffers to be located on the landscape easement, and any areas lying within or adjacent to the roads which are desirable for the Association to maintain and landscape. The roads are designated on the Plat and constitute easements encumbering the Lots, all as shown on the Plat.

1.13 "**Guidelines**" shall mean the Architectural and Site Development Guidelines attached hereto as Exhibit C and any other architectural guidelines adopted by the Architectural Review Committee and applicable to all Lots within the Property.

1.14 "**Home Styles**"

(a) "**Bungalow**" shall mean and refer to a home consisting of at least Twelve Hundred and Fifty (1,250) square of total living space, exclusive of open porches, patios, garages, and breezeways shall not be less than square feet of total living space, which may be built on specific Lots as shown on the Plat.

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(b) "**Cottage**" shall mean and refer to a single-family residential home consisting of at least Two Thousand (2,000) square feet of total living space, exclusive of open porches, patios, garages, and breezeway, which may be built on specific Lots as shown on the Plat.

(c) "**Retreat**" shall mean and refer to a patio home consisting of at least Eighteen Hundred (1,800) square feet of total living space, exclusive of open porches, patios, garages, and breezeway, which may be built on specific Lots as shown on the Plat.

1.15 "**Lots**" or "**Units**" shall mean and refer to any plot of land to be used solely for single-family residential purpose and so designated on the Plat. "Lot" shall be an inclusive term referring to a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy as a residence and shall, unless otherwise specified, include within its meaning by way of illustration, but not limitation, single-family homes, retreats and cottage, and estate homes, as well as vacant land intended for development as such, all as may be developed, used and defined as herein provided or as provided in a Supplemental Declaration covering all or a part of the Property. The term shall include all portions of the Lot owned as well as any structure thereon.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for residential use for such parcel on the master plan approved by Declarant until such time as a subdivision plat has been recorded in the public records of Hamilton County, Tennessee, on all or a portion thereof. After a subdivision plat has been recorded on all or a portion thereof, the portion designated in that plat shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

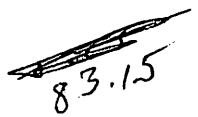
1.16 "**Members**" shall mean and refer to any person entitled to membership in the Association. All Owners shall be Members of the Association, provided, however, that there shall be no more than one (1) Member for each Lot. In addition, Declarant shall also be a Member of the Association as described more fully in Article III.

1.17 "**Mortgage**" means a mortgage, a deed of trust, or any other form of security deed.

1.18 "**Mortgagor**" means any Person who grants a Mortgage.

1.19 "**Mortgagee**" shall mean and refer to the holder of a first lien deed of trust encumbering a Lot.

1.20 "**Open Spaces**" shall mean and refer to all designated properties as shown on the Plat and identified as lot numbers 201 through 217 on the Plat. These Open Spaces also include the 4.2 miles of hiking trails located within Wild Ridge. These Open Spaces and any improvements thereon are designated for the good of the Wild Ridge community and shall not be altered in any way without the expressed written consent of Declarant or the Association.

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1.21 "**Owner**" shall mean and refer to the record owner, whether one (1) or more Persons, of the fee simple interest in any Lot which is part of Wild Ridge, excluding, however, those parties having an interest merely as a security interest for performance of an obligation. Owner can also mean and refer to Declarant. If a Lot is sold under a recorded contract of sale, then upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, if the contract specifically so provides.

1.22 "**Person**" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

1.23 "**Property**" shall mean and refer to any and all that certain real estate legally described in Exhibit A attached hereto and made a part hereof, together with such additional property as is hereafter subjected to this Declaration by a Supplemental Declaration.

1.24 "**Special Assessment**" shall mean Assessments levied in accordance with Section 4.5.

1.25 "**Specific Assessment**" shall mean Assessments levied in accordance with Section 4.6.

1.26 "**Supplemental Declaration**" shall mean an amendment or supplement to this declaration which imposes, expressly or by reference, additional restrictions and obligations on the Property.

## ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Declarant hereby submits and subjects the Property to the provisions of this Declaration and the Bylaws. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title or interest in any part of the Property, including any Lot, and shall inure to the benefit of each Owner hereof.

## ARTICLE III. MEMBERSHIP

3.1 **Members and Association.** Every person or entity who is an Owner of any Lot, which is included in the Property, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Declarant's membership and votes shall include both improved and unimproved Lots. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Property as the Board may adopt. The Association shall be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Guidelines. The Association shall also be the entity responsible for management, maintenance, operation, and control of the Common Use Facilities and Open Spaces. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles, and Tennessee law.

  
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3.2 **Classes of Membership.** The Association shall have two classes of memberships:

(a) **Class A.** Class A Members shall be all Owners, except for Declarant prior to termination of the Class B Control Period. If, however, Declarant owns one (1) or more Lots upon or after the termination of the Class B Control Period, then Declarant shall become a Class A Member.

(b) **Class B.** Declarant shall be a Class B Member. The Class B Member shall be entitled to appoint all of the Members of the Board until the termination of the Class B Control Period.

3.3 **Class A Voting.** Class A Members shall be allowed to vote once they become a Member. The vote for any one (1) Lot owned by more than one (1) Person shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Lot be cast separately. The membership rights of an Owner which is a corporation, partnership, or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The Class A Members shall have one (1) vote for each Lot owned. No vote shall be exercised for any Open Space or Common Use Facilities.

3.4 **Class B Voting. The Class B Member** (Declarant) shall be entitled to vote in the Association until such time as the Class B Control Period shall cease. If the Class B Member chooses not to vote on a matter up for a vote, then the Class A Member can vote and the Association, including the Class B Member, will be bound by the decision. The Class B Member shall have five (5) votes for each Lot owned by Declarant whether improved or unimproved. The rights of the Class B Member, including the right to approve or withhold approval of actions proposed under this Declaration and the Bylaws, are specified elsewhere in this Declaration and the Bylaws.

#### ARTICLE IV. ASSESSMENTS

4.1 **Creation of Lien and Personal Obligation of Assessment.** Each Owner of a Lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, be deemed to consent to and agree to be bound by all of the terms and provisions of this Declaration, and promises to pay to the Association Annual Assessments, Special Assessments, and Specific Assessments, such Assessments to be established and collected from time to time as hereinafter provided. The Annual Assessment and Special Assessment is made as of the effective date of each Assessment. Each such Assessment, together with such interest thereon and costs of collection therefore as are hereinafter provided, shall also be the personal obligation of the Person who was Owner of such Lot at the time when the Assessment fell due. In the case of co-ownership of a Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of the Assessment.

  
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4.2 **Purpose of Annual Assessments.** The Annual Assessment levied by the Association shall be used exclusively for Common Expenses for the Common Use Facilities and Open Spaces, including, but not limited to the payment of property taxes and insurance thereon, the payment of utilities bills thereon (including water and electricity for sprinkler systems and electricity for entrance) and the repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The Annual Assessment shall be levied equally on all Lots. The Association may require the Annual Assessment to be paid in equal monthly installments.

4.3 **Computation of Annual Assessment.**

(a) At least ninety (90) days before the beginning of each fiscal year, the Board shall prepare a budget containing the estimated Common Expenses for the coming fiscal year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 4.4. The Annual Assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of Assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to Assessment on the first (1<sup>st</sup>) day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

(b) The Board shall send a copy of the budget and notice of the amount of the Annual Assessment for the following year to each Owner at least sixty (60) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members representing at least seventy-five percent (75%) of the total Class A votes and by the Class B Member, if there is one. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members for a special meeting in accordance with Section 2.4 of the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the notice of the Annual Assessment. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

4.4 **Reserve Budget and Capital Contribution.** The Board shall annually prepare reserve budgets for general purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by Annual Assessments, as appropriate, over the budget period.

4.5 **Maximum Annual Assessment.** The Annual Assessment for 2015 shall not exceed **One Hundred Twenty Dollars (\$120.00)** for each Lot. Notwithstanding anything to the contrary in the foregoing, the Common Use Facilities, Open Spaces and Lots owned by Declarant shall be exempt from all Assessments.

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4.6 **The Retreat Assessment.** In addition to the Annual Assessment, an additional Assessment of **\$20 (twenty dollars)** per month shall be assessed against Retreat Lots to provide for the maintenance of, repairs to, and replacement of landscaping (installation, care, and replacement of trees, shrubs, mulch, etc.), and lawn care and maintenance (seeding, sodding, mowing, weed eating, irrigation, and aerification), which shall be a part of the Retreat expenses.

4.7 **Special Assessments.** In addition to the Annual Assessments, the Association may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Use Facilities or Open Spaces, including the necessary fixtures and personal property related thereto; provided, however, that any such Special Assessment must be approved by seventy-five percent (75%) of the Members present and voting in person or by proxy at any annual or special meeting of the membership at which a quorum is present as set forth in the Bylaws. Special Assessments shall be due and payable on the date(s), which are fixed by the resolution authorizing such Assessment.

4.8 **Specific Assessments.**

The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing the Lot into compliance with this Declaration, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this subsection (b).

4.9 **Commencement.** The Assessment for a Lot shall commence upon the transfer of title of a Lot, or Declarant may hereafter set a date for Assessments to commence for all Lots which have been purchased from Declarant. Assessments on Lots that first become subject to Assessments during a calendar year shall be prorated on a calendar basis for the remainder of such calendar year.

4.10 **Due Date.** Unless otherwise provided herein, Assessments shall be due and payable in full within fifteen (15) days after billed in writing to an Owner by the Association.

4.11 **Records of Assessment.**

(a) The Association shall cause to be maintained in the office of the Association a record of all Lots and Assessments applicable thereto which shall be open to inspection by any Owner. Written notice of each Assessment shall be mailed to every Owner of the Lot subject to Assessment.

A handwritten signature in blue ink, followed by the date "8.3.15" written in blue ink.

(b) The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether the amount against the Lot has been paid, and if not, the amount due and owing. Absent manifest error, such certificates shall be conclusive as evidence for third parties as to the status of Assessments against such Lot.

4.12 **Effect of Non-Payment of Assessment or Other Charges.** If any Annual Assessment is not paid on the date when due, or if any other sum or charge agreed to be paid by Owners in this Declaration is not paid when due, then such Assessment, sum or charge shall be delinquent and shall accrue interest thereon at the highest rate permissible under the laws of the State of Tennessee after the due date. If such Assessment, sum or charge is not paid within forty-five (45) days after the due date, then the Association may bring an action at law against Owner personally and/or foreclose the lien against the Lot by court action or trustee's sale, as hereinafter provided, and there shall be added to the amount of such Assessment, sum or charge all reasonable attorneys' fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessments as indicated above.

4.13 **Lien for Assessments.**

(a) The lien upon each Lot set forth in this Article IV shall also secure payment of interest, late charges (subject to the limitations of Tennessee law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may enforce such lien by suit, judgment, and foreclosure.

(b) The Association may bid for a Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

(c) The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage thereon shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment, including such acquirer, its successors and assigns.

4.14 **Failure to Assess.** Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification,

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or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Annual Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

4.15 **Capitalization of Association.** Upon acquisition of record title to a Lot by the first Owner thereof other than Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the Annual Assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of such Assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

4.16 **Authority of Town of Signal Mountain.** The Town of Signal Mountain or any successor municipality exercising jurisdiction over the Property, may, but is not required to, enforce any restrictions, covenants or conditions found in this Declaration. The right of the Town of Signal Mountain to enforce this Declaration shall include and run to any changes or any amendments dealing with health, safety and welfare of the citizens.

#### **ARTICLE V. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

5.1 **Common Use Facilities and Open Spaces.** The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Use Facilities and Open Spaces and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration.

5.2 **Personal Property and Real Property for Common Use.** The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real property and leasehold interests located within the Property. Such property shall be accepted by the Association and thereafter shall be maintained as Common Use Facilities or Open Spaces by the Association at its expense for the benefit of the Members, subject to any restrictions set forth in the deed. Declarant shall convey the initial Common Use Facilities and Open Spaces to the Association prior to the conveyance of a Lot to any Person other than a Builder.

5.3 **Rules.** The Association, through its Board, may make and enforce reasonable rules governing the use of the Property, or rules that further define or limit, and, where specifically authorized hereunder, create exceptions to, covenants and restrictions set forth in this Declaration. Such rules shall be binding upon all owners, occupants, invitees, and licensees until and unless repealed or modified in a regular or special meeting by the vote of two-thirds (2/3) of the total Class A votes in the Association and by the Class B Member, so long as such membership exists.

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5.4 **Enforcement.** The Association may impose sanctions for violations of this Declaration, the Bylaws, or rules in accordance with procedures set forth in the Bylaws, including reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Use Facilities and Open Spaces. In addition, in accordance with Section 3.23 of the Bylaws, the Association may exercise self-help to cure violations, and may suspend any services it provides to the Lot of any Owner who is more than forty-five (45) days delinquent in paying any assessment or other charge due to the Association. The Board may seek relief in any court for violations or to abate nuisances. The Association, by contract or other agreement, may enforce county and city ordinances, if applicable, and permit Hamilton County to enforce applicable ordinances on the Property for the benefit of the Association and its Members.

5.5 **Implied Rights; Board Authority.** The Association may exercise any other right or privilege provided to it expressly by this Declaration or the Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, or the Articles, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

5.6 **Indemnification.** The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability insurance, and may maintain officers' and directors' liability insurance, to fund this obligation, if such insurance is reasonably available.

5.7 **Dedication of Common Use Facilities and Open Spaces.** The Association may dedicate portions of the Common Use Facilities and Open Spaces to the Town of Signal Mountain, Tennessee, or to any other local, state, or federal governmental entity, subject to such approval as may be required by Section 15.2 of this Declaration.

5.8 **Security.** The Association may, but shall not be obligated to, maintain, or support certain activities to make the Property safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF

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INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND COVENANTS TO INFORM ITS TENANTS, LICENSEES, AND INVITEES THAT DECLARANT, ANY SUCCESSOR DECLARANT, THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, LOTS, AND THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

5.9 **Rights to Storm Water Runoff and Water Conservation and Reclamation Programs.** Declarant hereby reserves for itself and its designees all rights to ground water, surface water, and storm water runoff within the Property and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. No person other than Declarant and its designees shall claim, capture, or collect rainwater, ground water, surface water, or storm water runoff within the Property without prior written permission of Declarant or its designee. Declarant or its designee may establish programs for reclamation of storm water runoff and wastewater for appropriate uses within or outside the Property and may require Owners and occupants of Lots to participate in such programs to the extent reasonably practical. No Owner or occupant of a Lot shall have any right to be compensated for water claimed or reclaimed from Lots. The Board shall also have the right to establish restrictions on, or prohibit outside use of, potable water within the Property.


**ARTICLE VI.  
DECLARANT'S MAINTENANCE**

Declarant agrees to contribute to the Association such funds as may be required to maintain the Common Use Facilities and Open Spaces in good condition, including the payment of property taxes and utilities therefor, to the extent that Annual Assessments are insufficient to pay the cost thereof, through December 31, 2015. Declarant may delay Assessments for Lots owned by Builder(s) for up to one (1) year from the issuance of a certificate of occupancy for the improvements on such Lot.

**ARTICLE VII.  
INSURANCE AND CASUALTY LOSSES**

7.1 **Association Insurance.**

(a) The Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Use Facilities and Open Spaces to the extent that it has assumed responsibility for maintenance, repair, and/or replacement in the event of a loss. The Association shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by

  
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way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements, and walkways that the Association is obligated to maintain. If blanket "all-risk" coverage is not generally available at reasonable cost, then the Association shall obtain fire and extended coverage, including coverage for vandalism and malicious mischief. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property. Premiums for all such insurance shall be Common Expenses and shall be included in the Annual Assessment.

(b) The Association also shall obtain a public liability policy on the Common Use Facilities and Open Spaces, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or Builders while acting on its behalf. If generally available at reasonable cost, the public liability policy shall have at least a \$1,000,000 combined single limit as respects bodily injury and property damage and at least a \$3,000,000 limit per occurrence and in the aggregate. Premiums for all insurance on the Common Use Facilities and Open Spaces shall be Common Expenses and shall be included in the Annual Assessment.

(c) The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the required coverage amount. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Sections 3.24 and 3.25 of the Bylaws, that the loss is the result of the negligence of willful conduct of one or more Owners or occupants, then the Board may specifically assess the full amount of such deductible against the Lot of such Owner or occupant, pursuant to Section 4.6.

(d) All insurance coverage obtained by the Association shall: (i) be written with a company authorized to do business in Tennessee which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available; (ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Use Facilities and Open Spaces shall be for the benefit of the Association and its Members; (iii) vest in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss; (iv) not be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees; and (v) have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and be familiar with construction in the Signal Mountain, Tennessee, area.

(e) The Board shall use reasonable efforts to secure insurance policies containing endorsements that: (i) waive subrogation as to any claims against the Association's Board, its officers and employees, the Owners and their tenants, servants, agents, and guests; (ii) waive the insurer's right to repair and reconstruct instead of paying cash; (iii) preclude

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cancellation, invalidation, suspension, or non-renewal by the insurer on account of the acts or omissions of any one or more individual Owners, or on account of the acts or omissions of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; (iv) exclude individual Owners' policies from consideration under any "other insurance" clause; and (v) require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

(f) The Association shall also obtain, as a Common Expense, worker's compensation insurance and employer's liability insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

(g) The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment but, if reasonably available, shall secure coverage equal to not less than one-sixth of the Annual Assessments on all Lots plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

## 7.2 Damage and Destruction.

(a) Immediately after damage or destruction to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction to the Common Use Facilities or Open Spaces shall be repaired or reconstructed unless Members representing at least seventy-five percent (75%) of the total Class A votes in the Association, and the Class B Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Use Facilities and Open Spaces shall be repaired or reconstructed.

(c) If determined in the manner described above that any damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and maintained by the

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Association in a neat, attractive, landscaped condition consistent with the Community-Wide Standards.

(d) Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association, as appropriate, and placed in a capital improvements account. This provision is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

(e) Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors shall, without a vote of the Members, levy Special Assessments against the Owners responsible for the premiums for the applicable insurance coverage under Section 7.1.

7.3 **Owner's Insurance.** By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry blanket "all-risk" property insurance on its Lot(s) and structures thereon providing full replacement cost coverage less a reasonable deductible, unless the Association carries such insurance (which it is not obligated to do hereunder). Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Lot, he shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VIII of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat, attractive, landscaped condition consistent with this Declaration. The Owner shall pay any costs which are not covered by insurance proceeds.

#### **ARTICLE VIII. CONDEMNATION**

If any part of the Common Use Facilities or Open Spaces shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total Class A votes in the Association and of the Class B Member, as long as the Class B Member owns any of the Property), by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the Common Use Facilities or Open Spaces on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining Common Use Facilities and Open Spaces to the extent available, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any of the Property, and Members representing at least seventy-five (75%) of the total Class A votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Sections 7.3 and 7.4 regarding funds for the repair of damage or destruction shall apply.

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(b) If the taking does not involve any improvements on the Common Use Facilities or Open Spaces, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

**ARTICLE IX.  
ARCHITECTURAL AND BUILDING RESTRICTIONS**

Declarant shall have the responsibility of enforcing the restrictions set forth in this Declaration and in the Guidelines until the termination of the Class B Control Period. After such time, the Board shall assume and be responsible for the enforcement of the restrictions. References in this Article to Declarant shall, therefore, apply to the Association after it has been incorporated and has assumed the enforcement of this Declaration.

9.1 **Architectural Review Committee.** The Architectural Review Committee (Reviewer) shall consist of three (3) Members appointed by Declarant, who are empowered to appoint their successors should a vacancy occur, or may remove Members and replace them at its sole discretion until termination of the Class B Control Period, and their names shall be maintained at Declarant's offices. By Supplemental Declaration, Declarant may delegate to the Association the authority and duty to appoint the Architectural Review Committee, and upon termination of the Class B Control Period, the authority to appoint the Architectural Review Committee shall automatically be vested in the Association.

9.2 **Approval of Development.**

(a) Before commencing the construction, reconstruction, remodeling, alteration or addition of any building or structure, fence, wall, driveway, path or other improvement of any nature upon a Lot, Owner shall first submit the building plans, specifications, site and landscape plans, drainage plans, and an elevation sketch (collectively the "Plans") which must be in compliance with the Guidelines, as well as the intended builder/contractor, of all such improvements to the Architectural Review Committee, as hereinafter defined, for its written approval. The Plans shall include all materials for driveways, walls, fences, swimming pools and tennis courts, if any. In the event the Architectural Review Committee shall fail to approve or disapprove in writing the Plans within thirty (30) days after they have been received by the Architectural Review Committee, such approval will not be required and this covenant shall be deemed to have been complied with. The Plans shall be delivered to the Architectural Review Committee in person or by certified mail at the address to be designated from time to time by Declarant or the Association.

(b) Plans for any improvements must conform to certain restrictions as set forth in Section 9.2, and further must conform to the other requirements of this Declaration, including the Guidelines. The Architectural Review Committee shall be the sole judge or arbiter of such conformance or non-conformance. Further, the Architectural Review Committee may approve or disapprove Plans and/or builders and contractors when the Architectural Review Committee, in its sole discretion, determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible with Wild Ridge. Until termination

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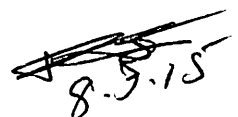
of the Class B Control Period, Declarant may, in its sole discretion, overrule any decision of the Architectural Review Committee.

(c) If the Architectural Review Committee approves the Plans and builder/contractor, the actual construction in accordance with the Plans shall be the responsibility of Owner; provided, however, upon the completion of the improvements, and prior to occupancy, Owner shall notify Declarant, who shall have thirty (30) days thereafter in which to have the improvements inspected by the Architectural Review Committee to insure that the construction was completed in accordance with the Plans approved by the Architectural Review Committee prior to construction. In the event that the Architectural Review Committee shall fail to approve or disapprove in writing the completed improvements or builder/contractor within thirty (30) days after receipt of notice from Owner that the improvements are completed, such approval shall not be required and these covenants will be deemed to have been complied with. In the event an Owner has made changes from the original Plans approved by the Architectural Review Committee and such changes were not previously approved by the Architectural Review Committee, occupancy of the subject improvements shall be delayed until the necessary approval of the corrections has been made by the Architectural Review Committee.

9.3 **Completion by Association.** In the event any Owner shall fail to complete his residence according to the approved Plans or to maintain the improvements situated upon his or her Lot in a manner satisfactory to the Association, the Association may, upon the vote of two-thirds (2/3) of the Association's Board, and after thirty (30) days' notice in writing to such Owner, and in the event of his continued failure to commence the correction of the matter in issue, enter upon said Lot and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a Specific Assessment to which such Lot is subject and Owner shall be personally liable for the cost of such Specific Assessment.

9.4 **Variance.** In addition to the approval of Plans and builder/contractor and other matters herein set forth, the Architectural Review Committee shall have the right to waive minor violations from the Guidelines and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Property. If such waiver is granted in writing, then, thereafter such matters so waived shall no longer be deemed a violation of these restrictions. Notwithstanding anything to the contrary in this Declaration, similarly situated Owners and occupants shall be treated similarly.

9.5 **Limitations on Liability.** The approval of Declarant or the Architectural Review Committee of the Plans and builder/contractor and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design or a completed improvement or of the safety of any component therein, but is required solely for the purpose of insuring compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Property. Notice is hereby given to any future occupant of any such persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by Declarant or the Architectural Review Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability,



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design or any building, structure or other improvement and no liability shall accrue to Declarant or the Architectural Review Committee in the event that any such construction shall subsequently prove to be defective. No structure of a temporary nature shall be allowed on any Lot at any time except that of an Owner, contractor, or subcontractor during the period of construction of improvements.

9.6 **Improvement, Setback and Use Restrictions.** See Exhibit C “Wild Ridge Architectural Guidelines”

9.7 **Maintenance.** All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. To provide uniformity in the maintenance of the landscaping, the Association may contract with one (1) or more landscaping services to provide landscaping services for all Lots within Wild Ridge, excepting only enclosed tennis courts.

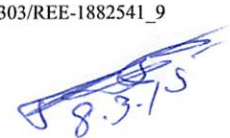
9.8 **Rights of Owners.** Except as may be specifically set forth in Section 15.2, neither the Board nor the Members may add, delete, modify, create exceptions to, or amend the Guidelines or adopt any rule in violation of the following provisions:

(a) **Speech.** The rights of Owners and occupants to display political signs and symbols in or on their Lots of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

(b) **Religious and Holiday Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations on their Lots of the kind normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

(c) **Household Composition.** No rule or action by the Association or Board shall interfere with the freedom of occupants of Lots to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and its fair share use of the Common Area, including parking areas.

(d) **Garages.** Each residence must have an attached garage unless it is waved by the Architectural Review Committee. Detached garages are permitted only if approved by the Architectural Review Committee, and if approved, they must be constructed out of the same material as the home located on the same Lot and in the rear of said Lot. Motor homes, trailers, recreational vehicles, boats and other watercraft, golf carts, inoperable vehicles, and non-licensed vehicles shall not be allowed to park on any Lot in any location other inside a garage unless approved by the Board. No commercial vehicles exceeding one (1) ton shall be parked outside a residence unless it is for moving the occupants of that residence and in any case it shall not be there longer than twenty-four (24) hours.

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9.9 **Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or use. The Association, or any individual resident, may take appropriate measures to insure compliance with these provisions, including having the animal picked up by the applicable government authorities.

9.10 **Nuisances and Unsightly Materials.** No houses or other structure on any Lot shall be used for any commercial or business purpose. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, danger, discomfort, annoyance or nuisance to any occupants of Wild Ridge. No noxious, offensive or illegal activity shall be carried on upon any Lot. All boats, watercraft, and water sporting equipment, including but not limited to PWC (Personal Water Craft) and any other motor driven or non-motor driven watercraft must be stored in an enclosed area and must not be visible from neighboring Lots, streets, roads or open areas. No off-road motorcycles, four-wheelers or ATV's are permitted to be operated in the streets of Wild Ridge. This shall also include any trailer used to store the above boats or watercraft or any trailer of any type.

9.11 **Governmental Restrictions.** Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provisions of this Declaration and applicable governmental regulations, the more restrictive provision shall apply.

9.12 **Speeding.** Any vehicle moving in excess of twenty-five (25) miles per hour in the Cottages and Retreat and fifteen (15) miles per hour in the Bungalows shall be considered as speeding and the owner and/or operator of said vehicle will be subject to any fine levied by the Association.

9.13 **Alienation.** No rule or action by the Association or Board shall prohibit transfer of any Lot, or require consent of the Association or Board for transfer of any Lot, for any period greater than two months. The Association shall not impose any fee for transfer of any Lot greater than an amount reasonably based on the costs to the Association of the transfer.

## **ARTICLE X. EASEMENTS**

10.1 **General.** Until termination of the Class B Control Period, Declarant reserves an easement for ingress and egress generally across the Property at reasonable places on the Property and the various Lots for the purpose of completing Declarant's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.

10.2 **Emergency.** There is hereby reserved without further assent or permit a general easement to all policemen and security guard employed by Declarant, firemen, ambulance personnel, garbage collectors, mail men, utility personnel, delivery service personnel and all similar persons to enter upon the Property or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties. Included

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in the persons designated to have access to the premises are all public officials of the Town of Signal Mountain, and all police and fire officers of the government.

10.3 **Easements Shown on the Plat.** The Plat contains certain designated easements for roads, utilities, drainage and open space. The easements so designated on the Plat encumber the Lots as shown on the Plat, and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all Owners and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use in common by all Owners of said easements. However, use of the easements, Common Use Facilities and Open Spaces shall be subject to and governed by the provisions of the Declaration, the Bylaws, and the rules and regulations of the Association.

## ARTICLE XI. MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots in the Property. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

11.1 **Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges related to a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Bylaws relating to such Lot which is not cured within sixty (60) days. Notwithstanding this provision, any holder of a first Mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of any obligation under the Declaration or Bylaws which is not cured within sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

11.2 **Special FHLMC Provision.** So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the first Mortgagees or at least sixty-seven percent (67%) of the Members entitled to cast votes consent, the Association shall not:



(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the Property comprising the Common Use Facilities and Open Spaces which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Use Facilities and Open Spaces shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded shall not be subject to this provision when such decision or subsequent declaration is otherwise authorized by this Declaration);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design or exterior appearance or maintenance of Lots and the Common Use Facilities and Open Spaces (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Use hazard insurance proceeds for any Common Use Facilities or Open Spaces losses for other than the repair, replacement, or reconstruction of such property; or

(e) Fail to maintain insurance, as required by this Declaration.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Use Facilities and Open Spaces and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

11.3 **Other Provisions for First Mortgagees.** To the extent possible under Tennessee law:

(a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained from at least fifty-one percent (51%) of the Eligible Holders.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of at least fifty-one percent (51%) of the Eligible Holders.

11.4 **Amendments to Documents.** The following provisions do not apply to amendments to the Declaration, Bylaws, or Articles of Incorporation or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 13.3(a). The consent of Members representing at least sixty-seven percent (67%) of the Class A votes and of Declarant, so long as it owns any land subject to this Declaration, and the approval of at least fifty-one percent (51%) of the Eligible Holders, shall be required to amend materially any provisions of the Declaration, Bylaws, or Articles of Incorporation, or to add any material

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provisions thereto which establish, provide for, govern, or regulate any of the following: (a) voting; (b) assessments, assessment liens, or subordination of such liens; (c) reserves for maintenance, repair, and replacement of the Common Use Facilities and Open Spaces; (d) insurance or fidelity bonds; (e) rights to use the Common Use Facilities and Open Spaces; (f) responsibility for maintenance and repair of the Property; (g) expansion or contraction of the Property or the addition, annexation, or withdrawal of Property to or from the Association; (h) boundaries of any Lot; (i) leasing of Lots; (j) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his Lot; (k) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or (l) any provisions included in the Declaration, Bylaws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.

11.5 **Termination of Association.** The consent of Members representing at least sixty-seven percent (67%) of the Class A votes and of Declarant, so long as it owns any land subject to this Declaration, and the approval of at least sixty-seven percent (67%) of the Eligible Holders, shall be required to terminate the Association.


11.6 **No Priority.** No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of the distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Use Facilities and Open Spaces.

11.7 **Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

11.8 **Amendment by Board.** Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

11.9 **Applicability of Article XI.** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Tennessee law for any of the acts set out in the Declaration or the Articles of Incorporation.

11.10 **Failure of Mortgagee to Respond.** Any Mortgagee who receives a written request from the Board to respond or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

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**ARTICLE XII.  
MAINTENANCE OF UNIMPROVED LOTS**

Owner shall either commence construction of a residence upon his Lot or cause his Lot to be improved so the same may be maintained the same as a completed lawn in a condition satisfactory to the Architectural Review Committee within one (1) year after closing of the purchase of the Lot from Declarant. In the event an Owner fails to so improve his Lot within the time required, or fails to commence such improvement within thirty (30) days after notice from the Association or Declarant and thereafter completes the same within ninety (90) days, the Association or Declarant may cause said Lot to be so improved and Owner shall pay the cost thereof to the Association or Declarant upon demand. In the event an Owner fails to pay the cost incurred by the Association or Declarant upon demand, such sum may be collected from Owner as an Assessment pursuant to Article IV.

**ARTICLE XIII.  
DECLARANT'S RIGHTS**

(a) Any or all of the special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Register's Office of Hamilton County, Tennessee.

(b) So long as construction and initial sales of Lots shall continue, Declarant and the Builders authorized by Declarant may maintain and carry on upon portions of the Common Use Facilities and Open Spaces such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and the authorized Builders shall have easements for access to and use of such facilities.

(c) No Person shall record any declaration of covenants, conditions and restriction, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

(d) This Article may not be amended without the written consent of Declarant. Declarant's rights contained in this Article shall terminate on the earlier of forty (40) years from the date this Declaration is recorded, or the date Declarant no longer owns any of the Property.

**ARTICLE XIV.  
SALE OR LEASE OF LOTS**

In order to preserve and protect the decorum of the community, Declarant reserves the right to restrict the advertising and placement of signs on or relating to properties for sale or resale within Wild Ridge. No sign of any character shall be displayed or placed on any part of the Property except (FOR RENT) or (FOR SALE) signs, referring only to the Lot on which it is

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displayed and not to exceed nine (9) square feet in size. There shall only be one (1) sign to a Lot. This Article XIV shall not apply to Declarant or its successors and assigns.

**ARTICLE XV.  
GENERAL PROVISIONS**

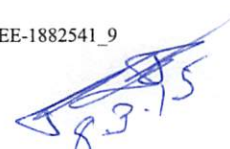
15.1 **Duration.** This Declaration shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Property and all parties claiming under them for a period of ninety-nine (99) years from the date of the filing of this Declaration.

15.2 **Amendment.**

(a) **By Declarant.** Until termination of the Class B Control Period, Declarant may unilaterally amend this Declaration for any purpose, with a written notice to the Town of Signal Mountain. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision of this Declaration into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender, purchaser, insurer, or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make, purchase, insure, or guarantee mortgage loans on the Lots; or (iv) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as Declarant still owns property described in Exhibit A for development as part of the Property, it may unilaterally amend this Declaration for any other purpose with a written notice to the Town of Signal Mountain, provided the amendment has no material adverse effect upon any right of any Owner.

(b) **By Owners.** After termination of the Class B Control Period, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least seventy-five percent (75%) of the total Class A votes in the Association, including seventy-five percent (75%) of the Class A Members other than Declarant, and the consent of Declarant, so long Declarant has an option to subject additional property to this Declaration as set forth herein. In addition, the approval requirements set forth in Article XIII hereof shall be met, if applicable. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) **Validity and Effective Date.** Amendments to this Declaration shall become effective upon recordation in the Register's Office of Hamilton County, Tennessee, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third



party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

15.3 **Enforcement.** All restrictions herein may be enforced by Declarant, his successors and assigns until the termination of the Class B Control Period, or by the Association, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorneys' fees and court costs. Further, after the termination of the Class B Control Period, in the event the Association fails to act to enforce any restriction in this Declaration, any Owner of any Lot may enforce this Declaration against any other Owner.

15.4 **Partial Invalidation/Waiver.** Any invalidation of any one (1) or more provisions of this Declaration by judgment, court order, or statute, or failure on the part of Declarant or its successors or assigns to enforce this Declaration, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such restrictions any time after the violation thereof.

15.5 **Abatement.** In the event that any Owner violates any of the terms or conditions of this Declaration and fails to cure the same within ten (10) days after written notice thereof, then Declarant, in addition to the other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot of such Owner to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of Owner of such Lot and shall be payable upon demand by Declarant.

15.6 **Exoneration of Declarant.** By acceptance of a deed to a Lot, Owner hereby agrees that:

(a) No duty or obligation is imposed upon Declarant to enforce or attempt to enforce any of the covenants or restrictions contained in this Declaration, nor shall Declarant be subject to any liability of any kind or nature whatsoever from any third party from failing to enforce the same; and

(b) Owner agrees to indemnify and hold Declarant and the Architectural Review Committee harmless from all loss or damage, including reasonable attorneys' fees incurred by Declarant or Architectural Review Committee as a result of any suit or claim made by any party concerning any feature of construction of the improvements made to any Lot, the noncompliance thereof with such laws, rules, building codes requirements or regulations, or further, any suite or claim made by any injured or alleged injured party claiming to have been damaged or injured by any failure in the structure of any completed improvement, any negligence in design or workmanship of any component of such completed improvements on such Lot.

15.7 **Other Lands of Declarant/Amenities.** Nothing contained in this Declaration shall be held or construed to impose any restrictions, covenants, or easements on any other real property of Declarant or its affiliates, except for the land contained within the description of the Property, unless specifically submitted and included in this Declaration by a Supplementary

A handwritten signature in blue ink, possibly reading 'J. B. S.', is written above the date '8.3.15'.

Declaration. It is understood that if Declarant decides to add amenities to Wild Ridge, that it may do so without approval of the Association. These amenities may include a clubhouse, a swimming pool, and other recreational uses of the Common Use Facilities and Open Spaces. Declarant is not required or obligated to build any amenities and if any are built, it will be at the sole discretion of Declarant.

15.8 **Use of the Words "Wild Ridge"**. No person shall use the words "Wild Ridge at Fox Run," "Wild Ridge" or any derivative or component thereof, or any other term which Declarant may select as the name of the development described herein in any printed or promotional material without Declarant's prior written consent. However, the Owners may use the words "Wild Ridge at Fox Run" in printed or promotional materials solely to specify that particular property is located within the Property. The Association shall be entitled to use the words "Wild Ridge at Fox Run" in its name.

15.9 **Interpretation**. The provisions of this Declaration shall be liberally construed to effectuate their purpose and intent.

15.10 **Law Governing**. Any question pertaining to its validity, enforceability, construction or administration of this Declaration shall be determined in accordance with the laws of the State of Tennessee.

(Execution Page(s) Follows)

A handwritten signature in blue ink, possibly reading 'J. B. ...', with the date '8-3-15' written below it.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed effective as of the date first above written.

**DECLARANT:**

HIGH ACRES, INC.

By: [Signature]  
Name: Paul John Kruesi, III #  
Title: PRESIDENT

STATE OF Tennessee  
COUNTY OF Hamilton

Before me, a Notary Public of the state and county mentioned, personally appeared (name) Paul John Kruesi, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be (title) President of HIGH ACRES, INC., a Tennessee corporation, the within named bargainer, and that such person as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the N/A by such person as such (title) N/A.

WITNESS my hand and seal, at office in (county, state) Hamilton, Tennessee this 3<sup>rd</sup> day of August, 2015.

[Signature: Alisha Francois]  
Notary Public

My Commission Expires: September 19, 2016



**EXHIBIT A**

**Property**

IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Wild Ridge at Fox Run Subdivision – Phases 1 and 2

A certain portion of a tract of land as described in Deed Book 10305, Page 925 in the Register's Office of Hamilton County, Tennessee, known as Phases One & Two of Wild Ridge at Fox Run Subdivision, and being more particularly described as follows:

Commencing at a concrete monument found at the western most corner of the John Paul Kruesi Property described in Deed Book 10305, Page 925 in the Register's Office of Hamilton County, Tennessee; thence, leaving said point, with and along the southernmost property line of the James L. & Janet G. O'Kelley Property described in Deed Book 3241, Page 824 in the Register's Office of Hamilton County, Tennessee, North 68 degrees 58 minutes 38 seconds East, 1,316.72 feet to an iron pipe found at the southeastern most corner of the aforementioned James L. & Janet G. O'Kelley Property, point also being the southwestern most corner of the Douglas Lewis & Stacy Laman property described in Deed Book 6035, Page 407 in the Register's Office of Hamilton County, Tennessee; thence, with and along the southernmost property line of the aforementioned Douglas Lewis & Stacy Laman property, North 68 degrees 10 minutes 01 seconds East, 779.70 feet to an iron pipe found at the southern right-of-way line of Shackleford Ridge Road having a right-of-way width of 50 feet, point also being the southeastern most corner of the aforementioned Douglas Lewis & Stacy Laman property; thence, leaving said point, with and along the southern right-of-way line of the aforementioned Shackleford Ridge Road, South 36 degrees 22 minutes 04 seconds East, 103.02 feet to a point; thence, in a curve to the left having a radius of 146.11 feet, a curve length of 119.71 feet, and being subtended by a chord bearing of South 59 degrees 50 minutes 26 seconds East, with a chord length of 116.39 feet to a point; thence, continuing in a curve to the left having a radius of 222.21 feet, a curve length of 122.34 feet, and being subtended by a chord bearing of North 80 degrees 54 minutes 50 seconds East, with a chord length of 120.80 feet to a point; thence, North 65 degrees 08 minutes 28 seconds East, 111.00 feet to a point; thence, in a curve to the right having a radius of 164.87 feet, a curve length of 95.20 feet, and being subtended by a chord bearing of North 81 degrees 40 minutes 59 seconds East, with a chord length of 93.88 feet to a point; thence, South 81 degrees 34 minutes 41 seconds East, 47.75 feet to a capped iron rod set at the intersection of the western right-of-way line of Red Maple Lane, having a right-of-way width of 50 feet and the southern right-of-way line of the aforementioned Shackleford Ridge Road, said point also being known as the POINT OF BEGINNING; thence, leaving said point, and western right-of-way line of the aforementioned Red Maple Lane, continuing along the southern right-of-way line of the aforementioned Shackleford Ridge Road, South 80 degrees 51 minute 00 seconds East, 100.86 feet to a capped iron rod set at the intersection of the eastern right-of-way line of the aforementioned Red Maple Lane and the southern right-of-way of the aforementioned Shackleford Ridge Road; thence, leaving the southern right-of-way of the aforementioned Shackleford Ridge Road, with and along the eastern right-of-way line of the aforementioned Red Maple Lane, in a curve to the left having a radius of 25.00 feet, a curve length of 40.42 feet, and being subtended by a chord bearing of South 54 degrees 02 minutes 54 seconds West, with a

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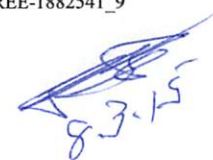
chord length of 36.16 feet to a point; thence, in a curve to the left having a radius of 125.00 feet, a curve length of 19.23 feet, and being subtended by a chord bearing of South 03 degrees 19 minutes 31 seconds West, with a chord length of 19.21 feet to a point; thence, South 01 degrees 04 minutes 56 seconds East, 58.06 feet to a point; thence, in a curve to the left, having a radius of 275.00 feet, a curve length of 28.38 feet, and being subtended by a chord bearing of South 04 degrees 02 minutes 19 seconds East, with a chord length of 28.37 feet to a point; thence, South 06 degrees 59 minutes 42 seconds East, 89.77 feet to a point; thence, in a curve to the right having a radius of 175.00 feet, a curve length of 66.17 feet, and being subtended by a chord bearing of South 03 degrees 50 minutes 11 seconds West, with a chord length of 65.77 feet to a point; thence, South 14 degrees 40 minutes 04 seconds West, 45.69 feet to a point; thence, in a curve to the left having a radius of 186.00 feet, a curve length of 39.01 feet, and being subtended by a chord bearing of South 08 degrees 39 minutes 36 seconds West, with a chord length of 38.94 feet to a point; thence, in a curve to the left having a radius of 75.00 feet, a curve length of 132.73 feet, and being subtended by a chord bearing of South 48 degrees 02 minutes 45 seconds East, having a chord length of 116.07 feet to a point at the intersection of the eastern right-of-way line of the aforementioned Red Maple Lane, and the northern right-of-way line of Virginia Pine Road having a right-of-way width of 50 feet; thence, leaving the eastern right-of-way line of the aforementioned Red Maple Lane, with and along the northern right-of-way line of the aforementioned Virginia Pine Road, in a curve to the left having a radius of 150.00 feet, a curve length of 26.35 feet, and being subtended by a chord bearing of North 76 degrees 13 minutes 28 seconds East, with a chord length of 26.31 feet to a point; thence, North 71 degrees 11 minutes 33 seconds East, 56.60 feet to a point; thence, in a curve to the right, having a radius of 115.00 feet, a curve length of 81.50 feet, and being subtended by a chord bearing of South 88 degrees 30 minutes 19 seconds East, with a chord length of 79.80 feet to a capped iron rod set at the southwestern most corner of Lot 1; thence, leaving the northern right-of-way line of the aforementioned Virginia Pine Road, North 21 degrees 47 minutes 48 seconds East, 141.34 feet to a capped iron rod set at the northwestern most corner of the aforementioned Lot 1; thence, South 88 degrees 34 minutes 04 seconds East, 68.41 feet to a capped iron rod set at the northeastern most corner of Lot 1, point also being the northwestern most corner of Lot 2; thence, passing through capped iron rods set along the northern property lines of Lots 2 thru 4, with a bearing of North 84 degrees 41 minutes 40 seconds East, a total distance of 212.09 feet to a capped iron rod set at the northeastern most corner of Lot 4; thence, South 11 degrees 00 minutes 34 seconds East, 199.18 feet to a capped iron rod set at the northern right-of-way line of the aforementioned Virginia Pine Road, point also being the southeastern most corner of the aforementioned Lot 4; thence, South 11 degrees 00 minutes 34 seconds East, 25.00 feet to a point; thence, South 57 degrees 03 minutes 03 seconds East, 35.45 feet to a capped iron rod set at the southern right-of-way line of the aforementioned Virginia Pine Road, point also being the northeastern most corner of Lot 5; thence, South 11 degrees 13 minutes 56 seconds East, 70.16 feet to a capped iron rod set at the southeastern most corner of the aforementioned Lot 5, point also being the northeastern most corner of Lot 6; thence, passing through the northern property corner of Lots 6 thru 7, with a bearing of South 31 degrees 25 minutes 34 seconds East, a total distance of 166.48 feet to a capped iron rod set at the southeastern most corner of Lot 7, point also being the northeastern most corner of Lot 8; thence, South 32 degrees 05 minutes 05 seconds East, 58.38 feet to a capped iron rod set at the northwestern most corner of Lot 10; thence, South 80 degrees 39 minutes 47 seconds East, 86.65 feet to a capped iron rod set; thence, passing through the northern property corners of Lots 10 thru 11, with a bearing of South 43 degrees 22 minutes 53

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seconds East, 247.49 feet to a capped iron rod set at the southeastern most corner of Lot 11, point also being the northeastern most corner of Lot 12; thence, South 22 degrees 59 minutes 11 seconds West, 205.03 feet to a capped iron rod set at the southwestern most corner of the aforementioned Lot 12, point also being the southeastern most corner of Lot 13; thence, South 81 degrees 28 minutes 24 seconds West, 212.25 feet to a capped iron rod set at the southwestern most corner of the aforementioned Lot 13; thence, South 11 degrees 07 minutes 24 seconds West, 48.90 feet to a capped iron rod set; thence, South 34 degrees 46 minutes 27 seconds West, 105.36 feet to a capped iron rod set; thence, passing through the southern property line corner of Lots 16 thru 17, with a bearing of South 49 degrees 53 minutes 55 seconds West, a total distance of 104.04 feet to a capped iron rod set; thence, passing through the southern property line corner of Lot 17 thru 18, with a bearing of South 60 degrees 01 minutes 31 seconds West, a total distance of 240.80 feet to a capped iron rod set at the southern property corner of Lots 18 thru 19; thence, passing through the western property corner of Lots 19 thru 20, with a bearing of North 41 degrees 57 minutes 55 seconds West, 270.71 feet to a capped iron rod set; thence, North 43 degrees 41 minutes 56 seconds West, 27.14 feet to a capped iron rod set; thence, North 46 degrees 07 minutes 51 seconds East, 118.18 feet to a capped iron rod set; thence, South 82 degrees 28 minutes 57 seconds East, 113.16 feet to a capped iron rod set at the northern right-of-way line of Sweet Shrub Drive having a right-of-way radius of 60 feet, point also being the northeastern most property corner of the aforementioned Lot 20; thence, with and along the northern right-of-way line of the aforementioned Sweet Shrub Drive, in a curve to the right, having a radius of 60.00 feet, a curve length of 31.11 feet, and being subtended by a chord bearing of North 70 degrees 38 minutes 44 seconds East, with a chord length of 30.76 feet to a capped iron rod set; thence, leaving said right-of-way, North 04 degrees 30 minutes 06 seconds West, 92.33 feet to a capped iron rod set; thence, passing through the western property line corners of Lots 21 thru 24, with a bearing of North 05 degrees 38 minutes 21 seconds East, a total distance of 221.46 feet to a capped iron rod set; thence passing through the western property line corners of Lots 24 thru 25, with a bearing of North 34 degrees 55 minutes 37 seconds West, a total distance of 208.47 feet to a capped iron rod set at the northwestern most corner of Lot 26, point also being the southwestern most corner of Lot 27; thence, North 21 degrees 03 minutes 13 seconds West, 112.48 feet to a capped iron rod set, point being the northwestern most corner of Lot 27, point also being the southwestern most corner of Lot 28; thence, North 06 degrees 48 minutes 10 seconds West, 142.73 feet to a capped iron rod set at the southern right-of-way line of the aforementioned Virginia Pine Road, point also being the northwestern most corner of Lot 28; thence, with and along the southern right-of-way line of the aforementioned Virginia Pine Road, North 66 degrees 11 minutes 52 seconds West, 27.17 feet; thence, in a curve to the left having a radius of 65.00 feet, a curve length of 48.34 feet, and being subtended by a chord bearing of North 87 degrees 30 minutes 10 seconds West, with a chord length of 47.23 feet to a point; thence, South 71 degrees 11 minutes 33 seconds West, 56.60 feet to a point; thence, in a curve to the right having a radius of 200.00 feet, a curve length of 15.10 feet, and being subtended by a chord bearing of South 73 degrees 21 minutes 18 seconds West, with a chord distance of 15.09 feet to a capped iron rod set at the northeastern most property line corner of Lot 200, also known as the WWTa Lot; thence, in a curve to the right having a radius of 200.00 feet, a curve length of 31.11 feet, and being subtended by a chord bearing of South 79 degrees 58 minutes 29 seconds West, with a chord distance of 31.08 feet to a capped iron rod set at the northwestern most property line corner of Lot 200; thence, in a curve to the right having a radius of 200.00 feet, a curve length of 36.70 feet, and being subtended by a chord bearing of South 89




degrees 41 minutes 17 seconds West, with a chord distance of 36.65 feet to a point; thence, in a curve to the left having a radius of 100.00 feet, a curve length of 66.69 feet, and being subtended by a chord bearing of South 75 degrees 50 minutes 23 seconds West, with a chord distance of 65.46 feet to a point; thence, in a curve to the right having a radius of 66.09 feet, a curve length of 120.58 feet, and being subtended by a chord bearing of North 70 degrees 59 minutes 51 seconds West, with a chord distance of 104.54 feet to a point; thence, in a curve to the left having a radius of 75.00 feet, a curve length of 56.88 feet, and being subtended by a chord bearing of North 40 degrees 27 minutes 26 seconds West, with a chord distance of 55.53 feet to a point; thence, in a curve to the right having a radius of 325.00 feet, a curve length of 23.91 feet, and being subtended by a chord bearing of North 60 degrees 04 minutes 38 seconds West, with a chord distance of 23.90 feet to a point; thence, North 57 degrees 58 minutes 12 seconds West, 39.39 feet to a point; thence, in a curve to the left having a radius of 275.00 feet, a curve length of 177.59 feet, and being subtended by a chord bearing of North 76 degrees 28 minutes 12 seconds West, with a chord distance of 174.52 feet to a capped iron rod set at the northeastern most corner of Lot 45; thence, leaving the southern right-of-way line of the aforementioned Virginia Pine Road, South 00 degrees 04 minutes 54 seconds East, 92.17 feet to a capped iron rod set at the southeastern most corner of Lot 45; thence, passing through the southern property line corner of Lots 45 & 46, with a bearing of South 56 degrees 44 minutes 08 seconds West, a total distance of 106.77 feet to a capped iron rod set at the southwestern most corner of Lot 46; thence, passing through a capped iron rod set at the northwestern most corner of the aforementioned Lot 46, North 33 degrees 15 minutes 52 seconds West, a total distance of 134.99 feet to a point; thence, North 71 degrees 24 minutes 09 seconds West, 31.80 feet to a point; thence, South 56 degrees 44 minutes 08 seconds West, 72.51 feet to a capped iron rod set at the southeastern most corner of Lot 44; thence, North 45 degrees 13 minutes 12 seconds West, 69.50 feet to a capped iron rod set at the southwestern most corner of the aforementioned Lot 44, point also being the southeastern most corner of Lot 43; thence, passing through the southern property line corners of Lots 40 thru 43, with a bearing of South 90 degrees 00 minutes 00 seconds West, a total distance of 219.87 feet to a capped iron rod set; thence, North 64 degrees 02 minutes 31 seconds West, 67.35 feet to a capped iron rod set; thence, North 32 degrees 07 minutes 55 seconds West, 44.51 feet to a capped iron rod set; thence, North 57 degrees 52 minutes 05 seconds East, 103.98 feet to the western right-of-way line of Scarlet Maple Drive having a right-of-way radius of 54 feet; thence, in a curve to the right having a radius of 54 feet, a curve length of 21.00 feet, and being subtended by a chord bearing of North 20 degrees 59 minutes 24 seconds West, with a chord distance of 20.87 feet to a capped iron rod set at the southeastern most corner of Lot 39; thence, leaving the western right-of-way line of the aforementioned Scarlet Maple Drive, South 80 degrees 09 minutes 06 seconds West, 110.86 feet to a capped iron rod set; thence, North 09 degrees 50 minutes 54 seconds West, 36.14 feet to a capped iron rod set; thence, passing through a capped iron rod set at the northwestern most corner of Lot 39, North 16 degrees 59 minutes 01 seconds East, a total distance of 122.47 feet to a capped iron rod set at the northwestern most corner of Lot 38; thence, North 68 degrees 10 minutes 01 seconds East, 120.49 feet to a capped iron rod set; thence, passing through the northern property line corners of Lots 33 thru 37, with a bearing of South 71 degrees 32 minutes 49 seconds East, 356.97 feet to a capped iron rod set at the northeastern most corner of Lot 33, point also being the northwestern most corner of Lot 32; thence, South 52 degrees 44 minutes 25 seconds East, 78.68 feet to a capped iron rod set at the northeastern most corner of Lot 31; thence, South 35 degrees 49 minutes 17 seconds East, 41.78 feet to a capped iron rod set; thence, South 12 degrees 41

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minutes 28 seconds East, 67.58 feet to a capped iron rod set at the northern right-of-way line of the aforementioned Virginia Pine Road, point also being the southeastern most corner of the aforementioned Lot 31; thence, with and along the northern right-of-way line of the aforementioned Virginia Pine Road, in a curve to the right having a radius of 325.00 feet, with a curve length of 79.01 feet, and being subtended by a chord bearing of North 83 degrees 06 minutes 03 seconds East, having a chord length of 78.82 feet to a capped iron rod set at the southwestern most corner of Lot 30; thence leaving said northern right-of-way line of the aforementioned Virginia Pine Road, North 00 degrees 03 minutes 55 seconds East, 100.00 feet to a capped iron rod set at the northwestern most corner of the aforementioned Lot 30; thence, in a curve to the right having a radius of 425.00 feet, with a curve length of 81.33 feet, and being subtended by a chord bearing of South 84 degrees 27 minutes 09 seconds East, having a chord distance of 81.21 feet to a capped iron rod set at the northeastern most corner of the aforementioned Lot 30; thence, in a curve to the right having a radius of 425.00 feet, with a curve length of 81.88 feet, and being subtended by a chord bearing of South 73 degrees 27 minutes 02 seconds East, having a chord distance of 81.76 feet to a capped iron rod set at the northeastern most corner of Lot 29; thence, South 22 degrees 04 minutes 08 seconds West, 100.00 feet to a capped iron rod set at the northern right-of-way line of the aforementioned Virginia Pine Road, point also being the southeastern most corner of Lot 29; thence, with and along the northern right-of-way line of the aforementioned Virginia Pine Road, in a curve to the right having a radius of 325.00 feet, with a curve length of 56.50 feet, and being subtended by a chord bearing of South 62 degrees 57 minutes 02 seconds East, having a chord distance of 56.43 feet to a point; thence, South 57 degrees 58 minutes 12 seconds East, 4.75 feet to a point; thence, in a curve to the left having a radius of 186.00 feet, with a curve length of 33.58 feet, and being subtended by a chord bearing of South 63 degrees 08 minutes 28 seconds East, having a chord distance of 33.53 feet to a point, said point being at the intersection of the northern right-of-way line of the aforementioned Virginia Pine Road and the western right-of-way line of the aforementioned Red Maple Lane; thence, leaving the northern right-of-way line of the aforementioned Virginia Pine Road, with and along the western right-of-way line of Red Maple Lane, in a curve to the left having a radius of 75.00 feet, with a curve length of 127.00 feet, and being subtended by a chord bearing of North 63 degrees 10 minutes 40 seconds East, having a chord distance of 112.36 feet to a point; thence, North 14 degrees 40 minutes 04 seconds East, 57.31 feet to a point; thence, in a curve to the left having a radius of 125.00 feet, with a curve length of 47.26 feet, and being subtended by a chord bearing of North 03 degrees 50 minutes 11 seconds East, having a chord distance of 46.98 feet to a point; thence, North 06 degrees 59 minutes 42 seconds West, 89.77 feet to a point; thence, in a curve to the right having a radius of 325.00 feet, with a curve length of 33.54 feet, and being subtended by a chord bearing of North 04 degrees 02 minutes 19 seconds West, having a chord distance of 33.52 feet to a point; thence, North 01 degrees 04 minutes 56 seconds West, 58.06 feet to a point; thence, in a curve to the right having a radius of 175.00 feet, with a curve length of 29.08 feet, and being subtended by a chord bearing of North 03 degrees 40 minutes 45 seconds East, having a chord distance of 29.05 feet to a point; thence, in a curve to the left having a radius of 25.00 feet, with a curve length of 39.28 feet, and being subtended by a chord bearing of North 36 degrees 34 minutes 08 seconds West, having a chord distance of 35.36 feet to the POINT OF BEGINNING.

Said tract of land herein described contains 759,070.23 +/- Sq. Ft or 17.43 acres.

A handwritten signature in blue ink, possibly reading 'A. J. ...', is written above the date '8-3-15'.

**EXHIBIT B**  
**BYLAWS**  
**OF**  
**WILD RIDGE AT FOX RUN**  
**HOMEOWNERS' ASSOCIATION, INC.**

*J. B. 15*

mail:  
Wild Ridge at Fox Run Homeowners  
ASSN Inc c/o Kelley Henley  
21637 Laurel Creek Dr  
Signal Mtn TN 37377-1346

2062

Instrument: 2014120400103  
Book and Page: 61 10355 380  
MISC RECORDING FEE \$90.00  
DATA PROCESSING FEE \$2.00  
Total Fees: \$92.00  
User: BLS  
Date: 12/4/2014  
Time: 3:29:02 PM  
Contact: Pam Hurst, Register  
Hamilton County, Tennessee

**BYLAWS**  
**OF**  
**WILD RIDGE AT FOX RUN**  
**HOMEOWNERS' ASSOCIATION, INC.**

Prepared By  
Rachel E. Edwards  
Ste 1700  
605 Chestnut Street  
Chattanooga, TN 37450-0019

12.3.14

**BYLAWS**

**OF**

Book and Page: GI 10355 381

**WILD RIDGE AT FOX RUN  
HOMEOWNERS' ASSOCIATION, INC.**

**1. Name, Principal Office, and Definitions**

1.1. Name. The name of the Association shall be Wild Ridge at Fox Run Homeowners' Association, Inc. (the "Association").

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

1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Protective Covenants, Conditions, and Restrictions for Wild Ridge at Fox Run (a Planned Unit Development), as amended from time to time, filed in the Register's Office for Hamilton County, Tennessee (the "Declaration"), unless the context indicates otherwise.

**2. Association: Membership, Meetings, Quorum, Voting, Proxies**

2.1. Membership.

(a) The Association shall have two classes of membership, Class A and Class B, as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by reference.

(b) Upon becoming an Owner within Wild Ridge at Fox Run ("Wild Ridge") and paying a reserve contribution, a person or entity shall automatically become a Member of the Association and shall be subject to the provisions of these Bylaws, the Charter of the Association, Declaration and such Rules as may be later adopted by the Board of Directors. Such membership shall terminate without any action by the Association whenever such person or entity ceases to own a lot; but such termination shall not relieve or release any such former Owner from any liability or obligation incurred from the application of the provisions of these Bylaws, the Charter and the Declaration during the period of such ownership and membership in the Association, nor shall such termination impair any rights or remedies which the Board of Directors of the Association may have against such former Owner.

(c) The term "Owner" will be used interchangeably with the term "Member" when the context may require or be more appropriate.

2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be

12.3.14

designated by the Board of Directors, either within the Property or as convenient thereto as possible and practical.

2.3. Annual Meetings. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board.

2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least five percent (5%) of the total Class A votes of the Association.

2.5. Notice of Meetings.

(a) Written or printed notice stating the place, date, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

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

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

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before any business is put to a vote.

2.7. Adjournment of Meetings.

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

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(b) The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least 25% of the total Class A votes in the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference.

2.9. Proxies. Members may vote by proxy. No proxy shall be valid unless signed by the Owner or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to any meeting for which it is to be effective. No proxy shall be valid after eleven months from its date of execution unless otherwise specified in the proxy.

2.10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other groups as the context may indicate totaling more than 50% of the total eligible number.

2.11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of the Members or proxies representing a majority of the total votes in the Association shall constitute a quorum at all meetings of the Association.

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

2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting if all Members entitled to vote on the action consent in writing to taking such action without a meeting. If all Members entitled to vote on the action consent in writing to taking such action without a meeting, the affirmative vote of the number of Members that would be necessary to authorize or take such action at a meeting shall be the act of the Members. Such consents shall be filed with the minutes of the Association.

2.14. Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way except upon the Owner's sale of his Unit and then only to the purchaser of the Unit. Any attempt to make a prohibited transfer will be void and will not be reflected upon the books or records of the Association. In the event any Owner shall fail or refuse to transfer the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon the books and records of the Association.

2.15. Obligations of Members. The Association, all present or future Members, tenants or future tenants, or any other persons using the Common Elements and the facilities of Wild Ridge are subject to and shall comply with the Act, the Declaration, these Bylaws, the Charter, and the Rules of the Association, and the acceptance of a deed of conveyance, or the execution of a lease, or the act of occupancy of any Unit in the condominium development shall constitute an acceptance of and agreement to comply with the provisions of all such documents. As more

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fully provided in the Declaration, each Member shall pay base, special and specific assessments levied by the Association to meet the financial requirements of the Association. A Member shall not be a Member in good standing and the Board of Directors may suspend such Member's voting rights and any other rights and privileges possessed by Members during any period or periods which such Member has not paid when due any assessment or any other charges made or levied against the Unit or has failed to comply with or perform other obligations provided for under these Bylaws, the Declaration or the Rules.

**3. Board of Directors: Number, Powers, Meetings**

3.1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to directors appointed by the Class B Member, the directors shall be Members or spouses of such Members; provided, however, a Member and his spouse may not serve on the Board at the same time. In the case of a Member that is not a natural person, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class B Member.

3.2. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than seven (7), as provided in Section 3.5 below. The initial Board shall consist of three (3) directors as identified in the Charter.

3.3. Directors During Class B Control Period. Subject to the provisions of Section 3.5 below, the directors shall be selected by the Class B Member acting in its sole discretion and shall serve at the pleasure of the Class B Member until the first to occur of the following:

- (a) when ninety percent (90%) of the total number of Lots have been conveyed to Persons other than Builders;
- (b) December 31, 2040; or
- (c) when, in its discretion, the Class B Member so determines.

3.4. Nomination of Directors. Except with respect to directors selected by the Class B Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three or more Members. The Nominating Committee shall be appointed by the Board of Directors not less than 30 days prior to each annual meeting of the Members to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than a number or positions to be filled from each slate as provided in Section 3.5 below. The Nominating Committee shall nominate separate slates for the directors, if any, to be elected at large by all Members. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

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**3.5. Election and Term of Office. Notwithstanding any other provision of these Bylaws:**

(a) Within thirty (30) days after the time that Class A Members other than Builders own Ninety percent (90%) of the Units, or whenever the Class B Member earlier determines, the President shall call a special meeting at which the Class A Members shall be entitled to elect one (1) of the three (3) directors, who shall be an at-large director. The remaining two (2) directors shall be appointees of the Class B Member. The at-large director elected shall not be subject to removal by the Class B Member and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term as provided herein.

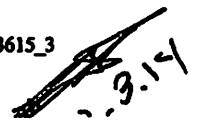
(b) Within thirty (30) days after the time that Class A Members other than Builders own fifty percent (50%) of the Units, or whenever the Class B Member earlier determines, the Board shall be increased to five (5) directors. The President shall call a special meeting at which the Class A Members shall be entitled to elect two (2) of the five (5) directors, who shall serve as at-large directors. The remaining three (3) directors shall be appointees of the Class B Member. The at-large directors shall not be subject to removal by the Class B Member and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within ninety (90) days after termination of the Class B Control Period, the President shall call a special meeting at which the Class A Members shall be entitled to elect three (3) of the five (5) directors, who shall serve as at-large directors. The remaining two (2) directors shall be appointees of the Class B Member. The at-large directors shall not be subject to removal by the Class B Member and shall serve until the first (1<sup>st</sup>) annual meeting following the termination of the Class B Control Period. If such annual meeting is scheduled to occur within ninety (90) days after termination of the Class B Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.

(d) At the first (1<sup>st</sup>) annual meeting of the membership after the termination of the Class B Control Period, the Board shall be increased to seven (7) directors, six (6) of whom shall be selected by the Class A Members. Upon the expiration of each director's term of office, the Class A Members entitled to elect such director shall be entitled to elect a successor to serve a term of two (2) years.

(e) Until termination of the Class B Control Period, the Class B Member shall be entitled to appoint one (1) director. Upon termination of the Class B membership, the director elected by the Class B Member shall resign and the remaining directors shall be entitled to appoint a director to serve the unexpired portion of the term. Thereafter, the Members shall be entitled to elect a successor to fill such position. The candidate(s) receiving the most votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

**3.6. Removal of Directors and Vacancies.**



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(a) Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

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

(c) In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship may elect a successor for the remainder of the term.

### 3.7. Meetings.

(a) Organizational Meetings. The first meeting of the Board of Directors shall be held within thirty (30) days after incorporation of the Association.

(b) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year, with at least one per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than five (5) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

(c) Special Meetings. Special meetings of the Board of Directors may be held when called by written notice signed by the President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to a director; or (d) by overnight delivery via Federal Express or other nationally recognized delivery service. All such notices shall be given at the director's telephone number of sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least five (5) business days before the time set for the meeting. Notices given by personal delivery, telephone, or express delivery service shall be delivered or telephoned at least seventy-two (72) hours before the time set for the meeting.

3.8. Waiver of Notice. The actions taken at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the

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meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice, consent, or approval need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

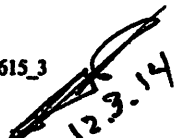
3.9. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board,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

3.10. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class A votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for service or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

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

3.12. Open Meetings. Subject to the provisions of Section 3.13, all meetings of the Board shall be open to all Members, but a Member other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

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

  
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**3.14. Powers.** The Board of Directors shall have all the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, the Articles, these Bylaws, or Tennessee law directed to be done and exercised exclusively by the Members

**3.15. Personal Liability of Directors.** The personal liability of each Director of the Association for monetary damages for breach of fiduciary duty as a Director shall be eliminated to the full extent permitted by Section 48-52-102(b)(3) of the Tennessee Code Annotated.

**3.16. Duties.** The duties of the Board shall include, without limitation:

- (a) preparation and adoption of annual budgets and establishment of each Owner's share of the Common Expenses;
- (b) levying and collecting assessments from the Owners to fund the Common Expenses;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Use Facilities and Open Spaces;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Use Facilities and Open Spaces in accordance with the Declaration and these Bylaws;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules of the Association and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

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

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Declaration, the Charter, the Bylaws, rules and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association in accordance with Tennessee law, and in accordance with the Charter and the Declaration; and

(p) assisting in the resolution of disputes between Owners and others as set forth in the Declaration.

**3.17. Right of Class B Member to Disapprove Actions.** So long as the Class B membership exists, the Class B Member shall have a right to disapprove any action, policy or program of the Association, the Board, or any committee which, in the judgment of the Class B Member, would tend to impair rights of Declarant or the Builders under the Declaration or these Bylaws, or interfere with development and construction of any portion of the Properties, or diminish the level of services being provided by the Association. No such action, policy, or program shall become effective or be implemented until and unless:

(a) The Class B Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board, or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with the provisions for notice of meetings of the Board of Directors under Section 3.7 of these Bylaws, and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meetings; and

(b) The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class B Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Association, the Board and/or the members of the subject committee. The Class B Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Association, the Board of Directors, or any committee thereof, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class B Member, its successors, assigns, representatives, or agents at any time within ten (10) days following a meeting held pursuant to the terms and provisions

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hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, the Board, or the Association. The Class B Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

**3.18. Management.**

(a) The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority or those duties set forth in Sections 3.16(a) and 3.16(i). Declarant, or an affiliate of Declarant, may be employed as managing agent or manager.

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

(c) The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class B Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class B Control Period upon not more than ninety (90) days' written notice.

**3.19. Accounts and Reports.** The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

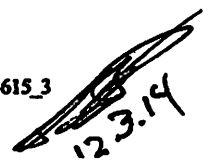
(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent builders, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:



- (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
  - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
  - (iv) a balance sheet as of the last day of the preceding period; and
  - (v) a delinquency report listing all Owners who are delinquent in paying any assessments and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the fifteenth day following the due date unless otherwise specified by resolution of the Board of Directors); and
- (g) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent certified public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement. During the Class B Control Period, the annual report shall include certified financial statements.

3.20. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 4.7 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year. During the Class B Control Period, no Mortgage lien shall be placed on any portion of the Common Use Facilities or Open Spaces without the affirmative vote or written consent, or any combination thereof, of Members representing at least 51% of the total Class A votes in the Association.

3.21. Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners' or residents' associations, both within and outside the Properties. Such agreements shall require the consent of a majority of the directors of the Association.

3.22. Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote or any person's right to use the Common Use Facilities or Open Spaces for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided,

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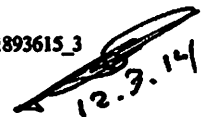
however, nothing herein shall authorize the Board to limit ingress and egress to or from a Unit or to suspend an Owner's right to vote due to nonpayment of assessments. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, guest, or invitee of a Unit violates the Declaration, Bylaws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, these Bylaws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

3.23. **Notice.** Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violations, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if any, appointed pursuant to Article 5; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Board of Directors or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if this violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

3.24. **Hearing.** If a hearing is requested within the allotted ten-day period, the hearing shall be held before the Covenants Committee, if any, or if none, before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

3.25. **Appeal.** Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors by filing a written notice of appeal with the manager, President, or Secretary of the Association within ten (10) days after the hearing date.

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

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**4. Officers**

4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President, Vice President, Secretary, and Treasurer shall be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board of Directors. Such other officers may, but need not be members of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as set forth in Article 3 of these Bylaws.

4.3. Removal and Vacancies. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

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

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

4.6. Agreements, Contracts, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.10.

**5. Committees**

5.1. General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board of Directors may appoint a Covenants Committee consisting of at least three and no more than seven members. Acting in accordance with the

12.3.14



provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article 3 of these Bylaws.

**6. Additional Provisions**

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

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Tennessee law, the Charter, the Declaration, or these Bylaws.

6.3. Conflicts. If there are conflicts between the provisions of Tennessee law, the Charter, the Declaration, and these Bylaws, the provisions of Tennessee law, the Declaration, the Charter, and the Bylaws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any Member, any holder, insurer, or guarantor of a first Mortgage on a Unit, or their duly appointed representatives at any reasonable time and for a purpose reasonably related to his interest in a Unit: the Declaration, Bylaws, and Charter, any amendments to the foregoing, the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place as the Board shall designate.

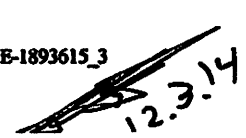
(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

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

and

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

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



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

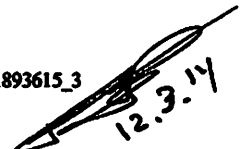
(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association of the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

(a) By Class B Member. Prior to the conveyance of the first Unit to a Person other than a Builder, the Class B Member may unilaterally amend these Bylaws. After such conveyance, the Class B Member may unilaterally amend these Bylaws at any time and from time to time if such amendments is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as the Class B membership exists, the Class B Member may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding 75% of the total Class A votes in the Association, and the consent of the Class B Member, if any. In addition, the approval requirements set forth in Article 14 of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.


6.7. Validity and Effective Date of Amendments. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Amendments to these Bylaws shall become effective upon recordation in the Register's Office of Hamilton County, Tennessee, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws. If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.




12.3.14

IN WITNESS WHEREOF, the undersigned officers of Wild Ridge at Fox Run Homeowner's Association have set their hands this 4 day of December, 2014.

WILD RIDGE AT FOX RUN HOMEOWNER'S ASSOCIATION, INC.

By:   
Name: Paul Steve Kroas  
Title: President

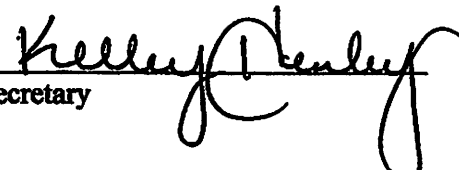
Attest:   
Name: Kelley Denley  
Title: Secretary

CERTIFICATION

I, the undersigned, do hereby certify that:

I am the duly elected and acting Secretary of Wild Ridge at Fox Run Homeowner's Association, Inc., a Tennessee nonprofit corporation, and the foregoing constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the 4<sup>th</sup> day of December, 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary of this Association this 4<sup>th</sup> day of December, 2014.

  
Secretary

STATE OF TN  
COUNTY OF HAMILTON

Book and Page: GI 10355 397

Before me, SUSIE HOLLOWAY of the state and county aforesaid, personally appeared PAUL JOHN KRUESI III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be *President* of the Wild Ridge at Fox Run Homeowners Association Inc., the within named bargainor, a corporation, and that he as such *President*, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as *President*.

Witness my hand and seal, at office in Chattanooga TN, this  
4th day of December, 2014.

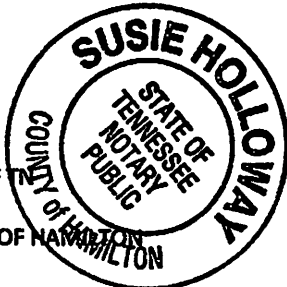
Susie Holloway

Notary Public

My Commission expires: 2/10/18

SEAL

STATE OF TN  
COUNTY OF HAMILTON



Before me, SUSIE HOLLOWAY of the state and county aforesaid, personally appeared KELLEY HENLEY, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be *Secretary* of the Wild Ridge at Fox Run Homeowners Association Inc., the within named bargainor, a corporation, and that she as such *Secretary*, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as *Secretary*.

Witness my hand and seal, at office in Chattanooga TN, this  
4th day of December, 2014.

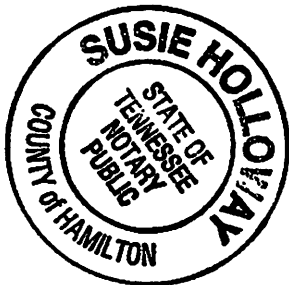
Susie Holloway

Notary Public

My Commission expires: 2/10/18

SEAL

STATE OF TN  
COUNTY OF HAMILTON



**EXHIBIT C  
WILD RIDGE  
ARCHITECTURAL GUIDELINES**

INTRODUCTION

In order that all residences in Wild Ridge shall be compatible and so that the value of all the residences are protected, High Acres, Inc. (the "Developer") has compiled the Architectural Guidelines (the "Guidelines") to be utilized by the property owners, developers, designers and builders in the planning and construction of their residences. The Guidelines are intended to be complementary to and in harmony with the Declaration of Protective Covenants, Conditions and Restrictions for Wild Ridge ("CC&Rs"). They are not devised to unduly restrict buyers, but rather to protect all residents against anyone building a residence in Wild Ridge, which may be built in poor taste and thus would detract from the value of the other residences in Wild Ridge.


In order to implement these Guidelines and as set forth more particular in the CC&Rs, an Architectural Review Committee may be established by the Developer to serve as a resource and to guide the owners, builders and designers of homes within Wild Ridge. For purposes of these Guidelines, the Developer, or the Architectural Review Committee, if the Developer has delegated all or a portion of its architectural review rights under the CC&Rs to the Architectural Review Committee, shall be referred to as the "Reviewer."

These Guidelines are minimum allowable requirements and are in addition to any contractual obligations contained in the owner's purchase contract and the CC&Rs. In the event of any conflict between these Guidelines and the CC&Rs, the provisions of the CC&Rs shall control. The Reviewer specifically reserves the right to change or modify these Guidelines or to waive the application of any of their provisions.

**MINIMUM SQUARE FOOTAGE RESTRICTIONS:**

Minimum Square Footage Restrictions. No dwelling unit shall be erected or be allowed to occupy any lot or lots unless the main structure, exclusive of garages, open porches and basements be not less than the following minimum square foot restrictions:

- (a) Single Family Homes "The Cottages": The minimum square foot restrictions for a single-story Single Family Home shall not be less than 2,000 square feet.
- (b) Patio homes "The Retreat": The minimum square foot restrictions for Patio homes shall not be less than 1,800 square feet.
- (3) "The Bungalows": the minimum square foot restrictions for "The Bungalows" shall not be less than 1,250 square feet.



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(The Cottages) of Wild Ridge houses constructed on the following lots shall be classified as follows: Lots 1-28, 85-108, 139-174

(The Retreat) of Wild Ridge houses constructed on the following lots shall be classified as follows: Lots 29-60, 109-138

(The Bungalows) of Wild Ridge houses constructed on the following lots shall be classified as follows: Lots 61-84, 175-199

## STYLE

A residence in Wild Ridge will be well designed with respect to appropriateness of form, color and materials to design style. The proportion of window to wall and wall to total form and appropriateness of detailing are important considerations for approval by the Reviewer. The use of true historical styles of homes in the Signal Mountain area is encouraged rather than arbitrary combinations and exaggerations of styles.

## SCALE AND IMAGE

A well-designed residence has appropriate scale and a balanced relationship between the sizes of architectural elements, the size of the overall structure, and the distance to the street. The front entry should be the focal point of the residence and should present an inviting, human-scaled image to the street. Exaggerated or oversized entry doorways will not be permitted, unless approved by the Reviewer. Roof forms and massing, window proportions, and chimney elevations are critical elements in design scale.

## EXTERIOR MATERIALS

Materials: The variety and number of primary exterior materials should be held to a minimum. Changes in exterior wall material should have a logical relationship to the massing of the house and may not be made for reasons of economy and function only. Changes of material in the same wall plane along a vertical line must be strictly avoided. The Reviewer must approve House exteriors.

Color: Exterior paints and stains for each residence shall be selected to complement or harmonize with the colors of the other materials with which they are used. Paint and stain colors must be approved by the Reviewer. The color palette of existing adjacent residences will be considered in making approvals in order to avoid monotonous color schemes.

Chimneys: Chimneys must be clad in brick, stone, stucco or siding. The Reviewer must approve prefabricated metal fireplaces and metal flues.

Architectural Sheet Metals: All stack vents and attic ventilators shall be installed straight and true and shall be located to minimize street view visibility or hidden in a chase. All exposed roof flashing, stack vents, skylight curbs, attic ventilators, or any other metal roof accessories shall be copper, or painted to match the roofing color.



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Guttering and Downspouts: Gutters shall be made of copper or prefinished extruded aluminum.

Skylights and Solar Collectors: the Reviewer shall approve the location and design of all skylights and solar collectors.

Windows: Windows and window proportions shall be square or more vertical than horizontal. The use of horizontally proportioned windows or mullions will require approval of the Reviewer.

Window Materials: All windows shall be double paned. Windows shall be wood or vinyl. No aluminum windows shall be permitted. Glazing shall be clear and colorless on windows as well as doors with glass.

Glass Block: In general, acrylic glass block panels are accepted practice in bathrooms for privacy. The use of glass block will require approval of the Reviewer.

Shutters: Shutters shall be made of wood or quality materials, and shall be sized to match the window or door opening. They shall be installed to operate or appear operable.

Main Entrance Doors: Exterior pedestrian doors visible from the street shall be made of wood or quality materials with a painted gloss finish or stained. Glass shall be clear and colorless.

Dormers: Dormer shall be less than 2 feet from an end gable. Windows should fill the front side of the dormer so that a minimum amount of wall is exposed. Overhangs should be proportional to the size of the dormer.

Roof: The roof pitch on the main portion of the residence must be a minimum of seven twelve (7/12) unless otherwise approved by Reviewer.

Shingles: Architectural dimensional fiberglass, metal or wood shingles are allowed but must be approved by the Reviewer.

Siding: Cement siding, smooth horizontal wood, vinyl or an approved equal premanufactured clapboard. Artificial, simulated or imitation materials (aluminum siding or simulated brick) are not permitted without the approval of the Reviewer.

Brick: Shall be hard-fired, which has an overall appearance of evenness in color and texture. Painted brick may be used where appropriate to the style of the residence.

Stucco: Shall be smooth, steel-troweled cement "hard coat" stucco.

Foundations: Foundations of all residence shall be covered with brick or stone. The intent is to eliminate the exposure of concrete or concrete block from the street view. Stucco foundations are only allowed when entire house is Stucco.

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Exterior Air Conditioning Equipment: Exterior heating, ventilating and air conditioning (HVAC) equipment shall not be visible from the street. Air conditioning condensers located along interior side lot lines shall be screened from view of neighbors or the public by landscaping, solid fence or wall. No window air conditioners shall be allowed on any residence or garage in Wild Ridge. Grills, vents, or flues shall not be visible from the street.

Mailboxes and House Numbers: No mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be of any type other than that which will be designed and approved by the Reviewer. The location of the mailbox must be shown on the site plan when submitted and approved by the Reviewer. House numbers must be legible, simply designed and in an appropriate scale and of "professional quality." Developer shall choose a uniform mailbox type to be used by all residences.

## **SITE**

Site Planning: All residences shall be planned to conform to these Guidelines, the CC&Rs, the recorded plat, and any subsequent easements. Site planning and exterior design shall present a sense of individuality while reinforcing an overall image of community.

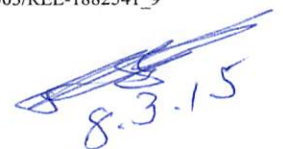
Setback Lines: Minimum setback requirements have been established on the recorded Plat, but are not intended to engender uniformity. They are intended to avoid overcrowding and monotony. It is, therefore, intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The Architectural Review Committee reserves the right to approve the site plan and location of each house or other structure on each Lot and to arrange the same in such manner as it shall deem in the best interests of the overall development. With the exception of driveways, walks, and mailboxes, no structures shall be allowed on any lot outside the building setback lines. The minimum building setback and side setback requirements are established by the Signal Mountain Zoning Ordinances and are set forth on the Wild Ridge Planned Unit Development Master Plan and/or applicable plats.

The residence must face the street or face the major street in a case of a lot fronting more than one street, as indicated by the building line shown on the plat; and no part of any residence or building shall be nearer to the street on which it faces or the street on the side than the building line shown on the plat, nor nearer than ten (10) feet to any side line.

Adjoining Lots: When a single owner purchases two adjoining lots, the site plan and the house design shall address the resulting composite lot as a single, larger lot.

Driveways: Driveways shall be located a minimum of two (2) feet from the side property line to allow landscaping, except in special conditions when approved by the Reviewer and are to be constructed of concrete, pavers or other hard surface (i.e. brick or stone) approved by the Reviewer. Grass median strips are also allowed. Driveways constructed of asphalt are prohibited unless otherwise approved by the Reviewer.

Patios: All patios and other paving in entry courts or other areas visible from the street view or other public areas shall be concrete, unit concrete pavers, tile, stone or wood decking.

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Swimming Pools; Spas and Hot Tubs: Swimming pool design and construction details shall be submitted for review and approved by the Reviewer. All swimming pools shall be in ground. Pools will be fenced for safety as per state and/or local laws. Pools shall not be permitted on the street side of the residence, nor shall any portion of a pool, decking or enclosure be permitted to extend outside the building setback lines. Mechanical equipment shall be concealed and located so as not to have an adverse effect on the use of adjacent property. Swimming pools must be built in accordance with the Town of Signal Mountain ordinances.

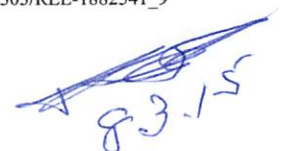
Spas/hot tubs shall be located in the rear yard away from adjacent property so that the use, presence, and noise of the mechanical equipment do not adversely affect the use of the adjacent property. They should be an integral part of a deck, patio, or landscaping. Mechanical equipment, pipes, and wiring must be concealed. Spas/hot tubs shall be screened from adjacent property and all of the understructure of spas/hot tubs which are set into above ground decks shall be screened.

Gates, Walls and Fences: The design for any fence, wall or gate shall be compatible and harmonious with the design of the residence that it serves. Fence foundations must be constructed entirely on the owner's property unless there is a written and recordable document reflecting an agreement with respect to the cost, design, construction, maintenance, and responsibility for the fence. Where a gate is powered, the motor cover and related equipment shall be screened from street view. All fence design and construction shall be approved by the Reviewer. Privacy fences on lots shall not exceed six (6) feet in height and shall be appropriately landscaped. Fences are allowed no nearer the front lot line than the rear line of the residence. Fences must be wood, powder coat aluminum or wrought iron. Chain link fencing will not be permitted. Reviewer may approve plastic or vinyl fencing.

Decks: A deck has a significant impact on the appearance of a house. Decks may also affect the privacy and right of enjoyment of adjacent residents. These two factors are weighted heavily in the review of decks. The deck shall be located at the rear of the house unless otherwise approved in by the Reviewer. The configuration, detail and railing design of a deck shall relate harmoniously with the architectural style of the house.

Wood decks shall be constructed with rot-resistant wood and, in many cases, may be left to weather naturally. In some instances, the Reviewer will require that the decks be stained to coordinate with the neighborhood design or to help integrate the deck with the house. If decks are stained, the color shall relate to the colors of the house. A skirt board shall be constructed and landscape planting shall be provided to screen structural elements and to soften the structure visually.

Non-Architectural Improvements: Any non-architectural improvements on any lot, e.g. playground equipment, basketball backboards, sculptures, garden ornaments, decorative exterior lighting fixtures, etc., shall be located within the building area of the lot, and shall be screened from street views. No prefabricated or modular storage sheds shall be allowed. All storage sheds must be consistent and compatible with the architectural style and finishes of the main house. All out buildings and their location must be approved by the Reviewer for their appearance and structure.



Clotheslines: To promote sustainability and save energy, outside clothesline and clothes hanging devices will be permitted. No clothes, carpets, drapery, or other items may be left out on lines beyond twenty-four (24) hours. All clotheslines shall be located within the building area of the lot, and shall be screened from street views.

TV Cable & Satellite Dishes: Outdoor television and dish antennas will not be permitted, except small dish antennas located on the rear of the home measuring no more than twenty-six (26) inches in diameter. Reviewer must approve the location, size and screening requirements.

Utilities: All utilities must be underground. This includes telephone, cable TV, electricity, gas, water, sewer, and any other items that might be considered a utility in the future.

Drainage: Every effort should be made to minimize the surface runoff onto adjacent properties. No fill other than what is necessary to attain finish slab elevation and for final grading and grass (sod) planting is permitted without written approval of the Reviewer. Because the decentralized waste treatment facility is sized to the number of bedrooms, there are a limited number of bedrooms approved for the Development. As such, the Reviewer shall have the right to approve or deny the number of bedrooms in any structure within Wild Ridge. In addition, absolutely no storm water or down spout drains shall enter any septic tank.

Retaining Wall: Each retaining wall used to form a terrace shall be no more than six (6) feet tall and spaced no closer than three (3) feet apart. Terraces may be allowed to deviate from this requirement with specific approval of the Reviewer. No walls, other than the retaining walls, may be constructed along the street on the front of any Lot unless approved by the Reviewer. All boundary and retaining walls must be of brick, stone, stucco, or other material approved by the Reviewer.

Property Maintenance: The builder or owner shall maintain the property consistent with the character of a quality residential neighborhood. Each owner shall keep foundation, exterior walls, windows, doors and glazing, roofs, structural, mechanical and electrical systems, landscaping and grounds, fences and retaining walls in a high state of maintenance, repair and appearance. Trash containers shall be stored in provided enclosure except at time of pick up.

## LANDSCAPE

Landscape Specifications: All landscaping design and specification for the street sides of each residence shall require the approval of the Reviewer. All yards are to be sodded with fescue grass.

Landscape Maintenance: Owners, including the builder prior to sale, are responsible for proper care, maintenance and pruning of their gardens, lawns and landscaping.

Landscape Plan: Each owner shall submit a landscape plan to the Reviewer as part of the design approval process. All landscaping must be planted by the completion of construction. Native plants are encouraged.

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Sidewalks: The builder shall construct a sidewalk (5' feet wide and two (2) feet from the curb) parallel with the street across the front of each lot (on one side of the road only).

## DESIGN APPROVAL PROCESS

The design approval process is intended to confirm a correct interpretation of the Guidelines in order to identify problems with submitted designs. Each of the items listed below should be submitted in accordance with the plan submission and approval process as outlined in the CC&Rs. When a buyer's plans are approved, the copies will be signed by both the buyer and the Reviewer and a copy will be retained by the Wild Ridge Community Association, Inc. (the "Association"). Signed plan approval by the Reviewer is required prior to the undertaking of any site improvements, including clearing, grading, paving, signs, structures, fences, landscaping, building additions or alterations, and subdivisions.

No changes to these approved plans shall be allowed without prior written approval of the Reviewer. Each application will be evaluated on its own merits.

An application checklist shall be included with each submittal.

- (c) Application for Review: Use for any pre-construction submittal.
- (d) Exterior Materials Selection: Use to obtain approval of all exterior building materials, and to obtain approval of all exterior colors.
- (e) Landscape Review: Use for any site improvements not part of the approved residence.

The Reviewer will, at the owner's request, meet with the owner or his or her representatives at a mutually agreeable time for discussion of any submittals. Any required submittals shall be sent to the Reviewer. Copies of all approved plans and approval letters shall be kept on file at the Association's office.

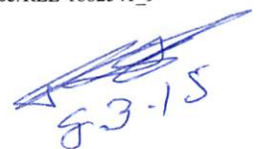
The Reviewer shall review and approve, disapprove or comment on all plans, requests, and other submissions within thirty (30) days after receiving the plans, requests or submissions.

The design approval process should be approached as follows:

### STEP 1: SKETCH REVIEW SUBMITTAL REQUIREMENTS

When the builder or owner has completed the basic plans and elevations for a new residence or an alteration of an existing home, the Reviewer shall review the submission of the drawings or sketches. Because the Reviewer has the power to reject those designs, materials or details which it views as inappropriate for the community or neighborhood in which the house will be located, or which fail to comply with the appropriate documents, this provision benefits the owner and builder by allowing identification of potential problems at an early stage.

Should the owner or builder have unique site or design conditions that may require a variance, the Reviewer can evaluate the issues in this early stage.



## **STEP 2: PRELIMINARY DESIGN SUBMITTAL REQUIREMENTS**

Approval of the preliminary design shall be taken as approval to proceed with design development work and construction documents based upon the preliminary submission itself. By emphasizing the preliminary design review, the Reviewer hopes that all design issues for each residence will be reached before final construction drawings are submitted for review. The documents to be submitted during this phase of the approval process include three (3) sets of each of the following:

- Preliminary Site Plan (at 1"=20') showing locations and finished floor elevations of all proposed improvements (including grading) on the lot, relative to setbacks.
- Preliminary Floor Plan(s) (at 1/8"=1') with finished floor area calculations regarding square footage.
- Preliminary Exterior Elevations (all sides) - note colors and materials
- Preliminary Building/Site Sections
- Preliminary Landscape Plan (at 1"=20')

## **STEP 3: FINAL DESIGN SUBMITTAL REQUIREMENTS**

Within ninety (90) days after preliminary design approval, the owner/builder shall provide a final submission of two (2) sets of the final construction plans, material samples, and color chips, including the following:

- Site Layout Plan (at 1"=20'), showing locations of all proposed grading and indications of hardscape materials. Provide area calculations for landscape and hardscape.
- Floor Plan(s) (at 1/4" = 1') with finished floor area calculations for landscape and hardscape.
- Exterior Elevation (all sides) - note colors and materials
- Roof Plan: rooflines and pitches, structure, materials, product photos (or samples), color chips
- Typical Wall Sections, showing roof eaves/parapet, window head/jamb/sill and foundation conditions
- Landscape Plan (at 1"=20') showing tree locations, all plant materials, paving, walkways, pools, accessories and irrigation
- Exterior Doors and Garage Doors including specifications, materials, product photos and color chips
- Fences/Walls/Gates: design details materials, color chips, location
- Mechanical Equipment: location, screening details
- Exterior Lighting Details: specifications, product photos
- Driveways: materials, finish, color chips

The Reviewer may meet with the builder to discuss proposed site improvements, but will not grant verbal approval prior to the submission of the landscape plans.

## **STEP 4: MINOR CHANGES AND ALTERATIONS**



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It is anticipated that owners may wish to make improvements or modifications to their residences or property during the initial construction or at a future date. External modifications to existing construction shall only be undertaken after prior review and written approval of the Reviewer. All plans that are required for a final design submission which are affected by the addition/alteration shall be submitted to the Reviewer. Details as to how the addition will connect to the existing structure or be placed upon the site should be included.

Deviation from approved construction documents during construction without the approval of the Reviewer constitutes a violation of the Guidelines and the CC&Rs. All corrections of or to such deviations shall be required as provided in the CC&Rs.

Notwithstanding the foregoing, Reviewer may in its sole and absolute discretion, waive any of the aforementioned requirements when approving submitted designs. All requests for variances shall be made in writing to the Reviewer. Any variance granted by the Reviewer will be considered to be unique and will not set any precedent for any future decisions.

## **SITE OPERATIONS**

Signage Restrictions: All signage shall comply with all applicable Signal Mountain Sign Ordinances. In addition signs shall be attractive and in good repair and conform to these guidelines.

Work Continuity: Upon commencement of excavation for construction, the work shall be continuous, weather permitting, until the residence is completed.

Barricades: Builder shall provide barricades, fences, and guards as necessary to protect against personal injury and damage to residences and improvements adjacent to the work and to prevent the operation of construction equipment and stockpiling of construction materials within the drip line of existing trees, unnecessary cutting, breaking, skinning and bruising of roots, bark and limbs of any trees or other existing landscaping within the community. No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of Declarant is obtained.

Concrete Spoils: The developer and builder shall mutually locate a dumping and cleaning area for concrete suppliers to dump excess concrete and to clean out their trucks. No dumping or washing of trucks on individual lots or streets right-of-way is allowed. ANY DAMAGE TO EXISTING STREETS OR IMPROVEMENTS SHALL BE THE LIABILITY OF THE BUILDER. THIS RESTRICTION SHALL BE STRICTLY ENFORCED!

Construction Hours: Construction hours shall be from 7:00 AM to 7:00 PM, Monday through Friday and 8:00 AM to 7:00 PM on Saturday and Sunday, except as otherwise provided by the Association.

Waste Materials: Builder shall at all times keep the lot free of accumulation of waste materials and rubbish. A dumpster is required to contain rubbish.

A handwritten signature in blue ink, possibly reading 'J. J. J.', is written over the date '8.3.15'.

Litter: Builder shall provide a litter container at each construction site for all litter that can blow free of on-site garbage and trash piles. Builders are required to use silt screening around the construction site to control litter as well as runoff. It is the intention of the developer to be very restrictive with respect to on-site and windblown trash. The builder will be expected to maintain a clean job site characteristic of a first class residential neighborhood.

Chemical Substances: Builder shall dispose of all hazardous or toxic substances off-site in an acceptable manner. THE POURING OR DISCHARGE OF FUEL, PAINT, CONCRETE, OR CHEMICALS ON THE PROPERTY OR IN STORM DRAINS OR SANITARY SEWERS IS PROHIBITED!

Toilet Facilities: Prior to commencing any work, builder shall supply and provide for maintenance of adequate chemical toilet facilities for workers at the building site for the duration of construction on that site in such a manner that the toilets do not constitute a noxious nuisance for current residents.

Storage of Materials: All building materials shall be stored only on the buyer's property.

Construction Traffic: All construction vehicles shall enter Wild Ridge via the construction entrance or as otherwise directed by the Association. All builders shall furnish a list of and shall register with the Association all contractors, subcontractors and employees who shall require access to the community.

Street Maintenance: The streets must be cleaned of any soil, sand, gravel, oil, fuel, litter or other materials at the end of each workday. Curbs shall not be cut without permission from The Town of Signal Mountain.

Repair of Damage: Any damage to streets, curbs, sidewalks, streetlights, street signs, mail boxes, walls or other property of the Association or any other party during construction shall be the responsibility of the owner or builder who caused such damage and such owner or builder shall repair or pay for the cost of repairing such property or returning such item to its original condition prior to such damage.

Construction Deposit: Each owner shall pay a construction deposit of \$1,500 (One Thousand Five Hundred Dollars) to the Association to be held until all improvements are completed and approved. Any damages caused during construction that are not promptly repaired by the Owner or builder, or any construction debris which is not promptly removed by the owner or builder, will be repaired and/or removed by the Association and the costs of repairs and/or removal shall be deducted from the construction deposit. Any such costs of repairs and/or removal incurred by the Association in excess of the amount of the construction deposit shall be the responsibility of the owner and the owner shall promptly reimburse the Association for such amounts. Upon the completion and approval of the improvements, any portion of the construction deposit that is not used by the Association shall be refunded to the Owner.

Nuisances: No music from radios, recorders, etc. shall be allowed or tolerated during construction.

A handwritten signature in blue ink, possibly reading 'S. B.', is written over the date '8.3.15'.

Notification: It shall be the owner's responsibility to notify all of his contractors, subcontractors and suppliers of these restrictions. The owner shall be held accountable for any violation. FAILURE TO ABIDE BY THESE CONSTRUCTION RULES AND GUIDELINES MAY RESULT IN LOSS OF THE PERSON'S RIGHT TO ENTER WILD RIDGE.

**APPROVED CONTRACTORS:** All houses, buildings and structures constructed on any lot in Wild Ridge must be constructed by a contractor approved in writing by the Developer or the Association.

**OCCUPATION:** Before any house may be occupied, it must be completely finished.

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9.3.15