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**RESTRICTIVE COVENANTS AND HOMEOWNERS ASSOCIATION BY-LAWS
APPLYING TO SYCAMORE HILL, SECTION 2
A Cluster Subdivision**

THIS DECLARATIONS OF RESTRICTIONS AND DEDICATION, executed as of the
28th day of May, 2024, by REDA HOME BUILDERS, INC., a Tennessee For-
Profit Corporation ("Developer" or "Declarant"),

WITNESSETH:

That the Developer herein is the owner of certain real estate situated in the third (3rd) Civil District of Montgomery County, Tennessee, conveyed to Developer by deed of record in Volume 1620, Page 428, ROMCT, and the Developer has subdivided such realty according to a plat of Sycamore Hill, as shown by plat of record in Plat Book O, Page 64, of the Register's Office for Montgomery County, Tennessee (the "subdivision").

That it is the intention of the Developer, as the owner of said real estate, to dedicate the streets and drives on such plat to the County of Montgomery and/or State of Tennessee, to be used as streets and drives and to establish utility and drain easements as shown on the said plat, and also to place certain restrictions on each of the numbered lots shown on such plat.

NOW THEREFORE, for valuable consideration, the receipt of which is acknowledged, and for the purpose of carrying out the desires of the Developer, and for the mutual benefit of the present and future owners of the lots in said subdivision, the Developer does hereby dedicate to the County of Montgomery, for street purposes, the streets and drives shown on said plat, and

The Developer does hereby place the following reservations, restrictions, conditions and limitations on the numbered lots shown on such plat, which shall be binding on all present and future owners of such lots, and shall be deemed covenants running with the land, to-wit:

1. All lots as shown on said Plat, shall be utilized for single family residential purposes only, and only one single family residential unit shall be designed, constructed, maintained or utilized on any such lot. No structure shall be designed, constructed, maintained or utilized upon any of said lots in the nature of a commercial or business house, apartment house, duplex, apartment or institution.

2. There shall be formed with the subdivision the Sycamore Hill Homeowner's Association Incorporated ("the Association."). The Association shall be formed as of the first occupancy of any lot in the subdivision; dues shall be due and payable upon first lot occupancy. The Association shall be governed according to the bylaws attached hereto as Exhibit A and as follows:

a. Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. When any Lot is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, their membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised as specified herein. A corporate member's vote shall be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation. When two or more persons hold an interest in any Lot as owners thereof, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy or nominee for all persons holding an interest as owners in the Lot and in no event shall more than one vote be cast with respect to any Lot, except as provided herein, with respect to Developer. If joint owners are unable to specify by their majority vote how their vote shall be cast, then no vote shall be cast with respect to such Lot.

b. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot Owners, with the exception of the Developer or its assignees as hereinafter provided, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and any assignee of the Developer to whom such rights have been assigned in writing. The Class B member shall be entitled to twenty (20) votes for each Lot owned. For voting purposes, any and all Lots shown on the Master Plan (defined as the current section, future sections and all possible sections of Sycamore Hill subdivision) but not yet platted shall also be counted as Lots owned by the Developer or its assignee and the Owner of any such unplatted Lots shall be entitled to ten (10) votes for each Lot owned prior to the termination of the Class B Membership and one vote for each unplatted Lot thereafter.

c. The Class B memberships shall continue until the earlier of (i) one year after 100% of the total Lots shown on the Master Plan have been sold by the Developer, (ii) twenty (20) years from the latter of the date hereof or the date of the last supplement to this Declaration, or (iii). the Developer's election by notice to the Association to relinquish such additional voting rights (hereinafter referred to as the "Transfer of Control") after which time the Class B membership interest shall terminate and Developer shall have only one vote for each Lot that it owns.

d. The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four months after all of the Lots have been sold by the Developer, or (b) twenty (20) years following conveyance of the first Lot by the Developer.

e. By acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the Sycamore Hill subdivision, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the plat and as may be supplemented by additional plats upon completion of development of any portion of the Subdivision. Such purchaser agrees that all improvements constructed after the date of purchase consistent with such plans, and at the same quality of then existing improvements, shall be accepted.

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

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

h. Each Owner of a completed residence in the subdivision shall pay a transfer fee to the managing agent, to be set by the managing agent and approved by the Developer, and a working capital fee to the Association, the amount of which will be set by the Developer at the closing of the sale of the completed residence to such owner. Said transfer fee shall be payable at the closing of the original sale of a completed residence and any subsequent resale thereof. The amounts paid to the working capital fund by each Owner upon the closing of the sale of the completed residence to such Owner shall not be considered, as advance payment of regular

assessments. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

(i) To fund costs of maintenance of the Common Areas and administration of the Association that cannot be defrayed by assessments;

(ii) To reimburse the Developer for all amounts loaned by Developer to the Association to fund any operating deficits; and

(iii) To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors.

i. Both annual and special assessments must be fixed at a uniform rate on all Lots and may be collected on a monthly basis, subject to subsection j, herein.

j. The annual assessments provided for herein shall commence as to Lots not owned by the Developer on the closing date of the transfer of the Lot from the Builder to the Homeowner. As to Lots owned by the Developer, the annual assessments shall commence as to each Lot upon conveyance of such Lot by Developer except for a transfer in which Developer is transferring its rights as Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The assessment shall be paid monthly on the first day of each month by every Lot Owner or in such installments as shall be determined by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. ***Notwithstanding anything to the contrary contained herein, assessments shall not commence as to any Lots owned by a Builder until the earlier of (i) one year following the closing date for the purchase of said Lot by Builder from Developer or (ii) the date of receipt of a certificate of occupancy for a single family residence on the Lot.***

k. Any assessment not paid by the tenth (10th) day of the month in which it is due shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all collection costs, including reasonable attorney's fees, and the costs of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

l. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall

not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments, thereafter becoming due or form the lien thereof.

3. No structure designed or utilized for human habitation shall be erected, moved upon or maintained upon any lot as shown on said plat that does not have the following minimum living area, exclusive of basements, garages, carports, porches, breezeways, terraces, etc.;

a. A one-story structure shall have a minimum of 1,250 square feet of living area.

b. The minimum of square footage of the main floor area on any one and one half (1 ½), two (2) or more story structure (exclusive of open porches, garages, terraces, etc) erected, moved upon or maintained on any one of the said lots shall not be less than 850 square feet and a total finished area of not less than 1,600 square feet in the entire residence.

c. The required square footage shall be ascertained, in each instance, by measuring from the outside of each exterior wall.

d. Each dwelling shall have at least one (1) car attached garage. In addition, upon approval by the Developer or the Association, a detached garage may also be built upon the Lot. Said detached garage shall have a design, architectural style, material usage, and color scheme substantially similar to the main residence, all of which shall be approved prior to commencement of construction.

4. The front elevation of each dwelling structure erected, moved upon or maintained on any lot in said development shall have masonry foundations which shall be faced with a minimum of twenty five percent (25%) brick or stone above finished grade. The front only of the foundation shall be brick or stone to grade, with the exception of corner lots, in which case any elevation visible from the street shall be brick or stone to grade.

5. At no time can the garage of a residence be converted into a living area.

6. Upon approval by the Developer or Association, a storage building, either pre-fabricated or site-built, shall not located nearer to the front line, or, in the case of a corner lot, the lot line adjacent to the street, than the residence. Said building shall match the same design, color, and material of the main residence and must be permanent. Metal or plastic materials are not allowed. No storage building may be erected on a vacant lot; no storage building may be used, either temporarily or permanently, as a residence or living area.

7. Mailboxes shall be centralized with Cluster Box Units (CBU's) located in a centralized location within HOA maintained property, or within utility easement per the plat(s).

8. Sidewalks shall be four feet wide so as to comply with applicable Montgomery County building codes. If any sidewalk is ever reconstructed, it shall be placed and erected as the original sidewalk.

9. No driveway or driveway culvert shall be constructed on any lot by any person without consultation with the Montgomery County Highway Department, and all such driveways, culverts and cuts shall have such County approval prior to construction of same.

10. No structure or any part thereof shall be erected, moved upon or maintained nearer to the front lot line, the side lines and the rear lot line than the building setback lines as shown on said recorded plat.

11. Upon commencement of construction, erection or alteration of any structure, the same shall be pursued to completion with due diligence, and no such construction efforts shall be abandoned prior to completion.

12. No noxious or offensive activity shall be carried on, nor any condition suffered to exist upon any lot, which shall be or become an annoyance or nuisance to the neighborhood.

13. No structure of any type except a residential dwelling house may be occupied on a temporary or permanent basis upon any lot as shown on the plat of said subdivision.

14. There shall be no mobile homes, trailers or modular homes on any lot.

15. All resident vehicles shall be parked only in the garage and the driveway serving the residence. Residents may park lawn tractors, riding mowers, yard utility trailers, utility vehicles, ATVs and four wheelers behind the residence, so long they are not visible from the roadway. Neither residents nor visitors may park, store or leave semi-tractors, tractor trailers, buses, storage pods, boats, trailers of any nature and/or any other large vehicle anywhere within the Properties except for such periods of time as are reasonably necessary for loading and unloading, deliveries, household moving service(s) or as needed for construction or reconstruction work within the Properties. Passenger vehicles may be temporarily parked on the street during social gatherings but in no event may they remain on the street for periods of more than twenty-four (24) consecutive hours. The Board of Directors may adopt and impose additional rules and regulations not inconsistent with this Declaration pertaining to the parking or storage of vehicles, boats and equipment within the Properties, on-street parking, parking on the Common Area, and the uses, operation and control of motor vehicles, boats, and equipment of any kind within the Properties. Disabled and/or unlicensed vehicles may not be stored, parked or left in public view.

16. Any non running vehicle or automobile must be removed from any street or lot in the subdivision within forty-eight (48) hours.

17. Any trampolines, sandboxes, swing sets, slides, playhouses or any children's toys shall be kept only in the backyard to promote a more beautiful neighborhood.

18. There shall be no lawn ornaments of any kind, including but not limited to artwork, statues, sculptures or other ornaments on the front or side of any lot. Any such artwork, statues, sculptures or other ornaments shall be removed upon written demand of the Developer.

19. No overnight street parking is allowed.

20. There shall never be any television antennas attached to the roof of any structure. Satellite dishes shall not exceed 24" in diameter, not be visible from the public road and be as close to the rear of the residence as possible.

21. Outside clotheslines and clothes hanging devices shall not be permitted.

22. No animals including livestock, poultry or fowl of any kind, or swine shall be raised, pastured, maintained or allowed to be upon any lot in said development, except normally domesticated household pets which may be kept, in reasonable numbers, for the pleasure of the occupants, but not for any commercial use or purpose.

23. All trash and other debris shall be stored in receptacles, which shall be suitably screened to conceal the same from view of neighboring lots.

24. All fences shall be subject to approval. No fence shall be erected or allowed on any lot or building site closer to the street than the rear corners of the house. No fence shall be erected any closer to the street than the building setback line. If the rear corners of the house and the building setback line are different distances from the street, the greater distance shall control, except in the case of corner lots, where only the building setback line shall control. All fencing must comply with the zoning regulation of all applicable governmental agencies, including the County of Cheatham, and the State of Tennessee. No fence shall be located upon or within a dedicated easement (public utility, sewer, access, drainage, etc.). Fencing shall only be constructed of vinyl or aluminum. No white vinyl is accepted. No fencing shall be constructed of wood or chain link. Fencing shall not exceed six (6) feet in height. Fencing must be maintained by the owner.

25. All easements as shown on the plat of such development are reserved for installation of utilities and drainage purposes as designated on the plat.

26. All yards will be predominantly grass.

27. All driveways shall be concrete. All driveways must be 18 feet wide and must run from the street to at least the front of the residence.

28. If any present or subsequent owner or occupant of any lot or lots in the development shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any owner of any lot in the subdivision, to institute proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions and either to prevent such violation by injunction or recover damages for such violations.

29. If any one or more of the restrictions herein contained are declared invalid by any Court, such invalidation shall in no way affect any other restriction herein contained, all of which shall remain in full force and effect, each restriction being treated as separate instruments.

30. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

31. The Developer shall have the right to amend these Restrictions without the consent of any other lot owner for a period of time up to 120 days after the date of the sale of the last lot in this section.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this the 28th day of May, 2024.

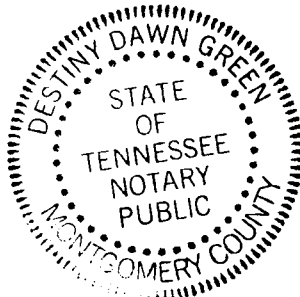
REDA HOME BUILDERS, INC.
a Tennessee For-Profit Corporation

By: [Signature]
Ricky C. Reda, President

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, Ricky C. Reda, President of Reda Home Builders, Inc., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the President of Reda Home Builders, Inc., or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this the 28th day of May, 2024.



[Signature]
Notary Public
My Commission Expires: 11/12/25

EXHIBIT A

BY-LAWS

OF

SYCAMORE HILL HOMEOWNERS ASSOCIATION, INC.

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

BY-LAWS
OF
SYCAMORE HILL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. Name. The name of the Association shall be Sycamore Hill Homeowners Association, Inc. (hereinafter sometimes referred to as the “Association”)

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

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

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

Section 1. Membership. The Association shall have two (2) classes of membership; Class “A” and Class “B”, as is more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

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

Section 3. Annual Meetings. The first annual meeting of the Association shall be held within thirty (30) days from date control of Association passes from Class B to Class A Members. Meetings shall be of the Members or their proxies. Subsequent regular annual meetings shall be set by the Board so as to occur at least thirty (30) but not more than one hundred twenty (120) days before the close of the Association’s fiscal year on a date and at a time set by the Board of Directors. The preferred month for the annual meeting is September.

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

special meetings shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

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

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

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

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

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

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

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

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

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Members representing ten (10%) percent of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

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

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

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

A. Composition and Selection

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

Section 2. Directors During Class “B” Control. The Directors shall be selected by the Class “B” Member acting in its sole discretion, subject only to Article III, Section 6, hereof, and shall serve, at the pleasure of the Class “B” Member until the first to occur of the following:

(a) When one hundred (100%) percent of the Units planned for the property, including subsequent sections, have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for purposes of development and sale; or

(b) December 31, 2025

Within thirty (30) days thereafter, the Class "B" Member shall cause the Board to call a meeting, as provided in Article II, Section 4, of these By-Laws for an annual meeting, to advise the membership of termination of the Class "B" Control Period and to elect Directors from Class "A" Members.

Section 3. Declarant Participation. This Section 3 may not be amended without the express, written consent of the Declarant.

After termination of the Class "B" Control Period, the Declarant shall have the right to participate in the decision-making process and the right to disapprove all actions of the Board, as is more fully provided in this Section. These rights shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument, and shall terminate one (1) year from the date of termination of the Class "B" Control Period. Declarant participation shall be as follows:

No action authorized by the Board of Directors or Modifications Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of 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. By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Declarant 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 to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee and/or the Board. Regardless, the decision of the Board, any committee thereof, or the Association shall stand. Notwithstanding any provision herein to the contrary, the Declarant shall not have the right to require any action or counteraction on behalf of any committee, the Board or the Association, and shall not exercise its rights hereunder 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.

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

Section 5. Nomination of Directors. 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 one (1) Member of the Association. The nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall

make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor.

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

(a) Within thirty (30) days after the termination of the Class "B" Control Period, the Association shall call an annual meeting to be held at which Class "A" Members shall elect five (5) directors, who shall serve as at-large directors. The directors elected by the Class "A" Members shall not be subject to removal by the Declarant acting alone and two (2) shall be elected for a term of three (3) years and two (2) for a term of two (2) years and one (1) for a term of one (1) year.

(b) At the first annual meeting of the membership after the termination of the Class "B" Control Period and at each annual meeting of the membership thereafter, the directors shall be selected by vote of the membership. Each Class "A" Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled.

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

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

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

B. Meetings

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meeting shall be communicated to directors not less than two (2) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

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

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

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than two (2) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless as proved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided, any director may be

reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

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

Section 15. INTENTIONALLY LEFT BLANK

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

C. Powers and Duties

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as directed by the Declaration Articles, or these By-Laws to be done and exercised exclusively by the Members or the membership generally;

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

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

- (a) Preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the common expenses;
- (b) Making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Units proportionate Share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month;
- (c) Providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;
- (d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of

Common Responsibility and, where, appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) Making and amending rules and regulations;

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

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

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

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

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

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

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

Section 18. Management Agent.

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

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

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

- (a) Accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) Accounting and controls should conform to generally accepted accounting principles;
- (c) Cash accounts of the Association shall not be commingled with any other accounts;
- (d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finders' fees, service fees, prizes, gifts, or otherwise, unless first disclosed and approved by the Board;
- (e) Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) 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 a cash basis;
 - (ii) A statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) A balance sheet as of the last day of the preceding period; and
 - (v) A delinquency report listing all Owners who are delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (a monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board of Directors);

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility or any capital improvement without the approval of the Members of the Association.

Section 21. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or cooperatives, and other owners or residents associations, both within and without the Properties.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines against Owners or occupants, which shall be an assessment on the Unit, shall constitute a lien upon the property of the violating Owner, and may be collected in the same manner provided for the collection of assessments in Section 2 of the Declaration. The Board also shall have, the authority to suspend an Owner's right to vote, or to use the Common Area, for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right, of the Board to do so thereafter.

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

ARTICLE IV OFFICERS

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

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

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

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may

from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

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

ARTICLE V COMMITTEES

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

ARTICLE VI MISCELLANEOUS

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

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

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

Section 4. Books and Records.

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

the office of the Association or at such other place within the Properties as the Board shall prescribe.

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

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

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

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

- (a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or
- (b) If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Notices, demands, bills, statements, and other communications shall also be deemed to have been duly given if sent via electronic mail, read receipt requested, to an address provided by a Member or the Association, Board of Directors, or managing agent, as applicable.

Section 6. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend these By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws so long as it has the unilateral right to annex property in Sycamore Hill Springs subdivision to the Declaration for development as part of the Properties and so long as the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, these By-laws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Class "A" Members representing sixty-seven (67%) percent of the total votes of the Association, and the written approval of the Class "B" Member, so long as the Class "B" membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Montgomery County, Tennessee.

Section 7. Merger. The Homeowners Association for each and every section of Sycamore Hill shall be merged together to provide for one (1) Homeowners Association to govern all lots in all sections of Sycamore Hill Subdivision.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this the 28th day of May, 2024.

REDA HOME BUILDERS, INC.
a Tennessee For-Profit Corporation

By: [Signature]
Ricky C. Reda, President

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, Ricky C. Reda, President of Reda Home Builders, Inc., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the President of Reda Home Builders, Inc., or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this the 28th day of May, 2024.

[Signature]
Notary Public
My Commission Expires: 11/12/25
File #10765

