

EXHIBIT A
BYLAWS OF
SYCAMORE CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

These are the Bylaws of Sycamore Creek Homeowners Association, a nonprofit corporation organized under the laws of the State of Tennessee (**hereinafter the "Association"**), the Charter of which was filed in the Office of the Secretary of State of Tennessee on the 29th day of December, 2021 (**the "Charter"**). The Association has been organized for the purpose of administering the operation and management of facilities for the use and benefit of Lot Owners in the Sycamore Creek Subdivision (**the "Project"**) established upon property located in Knox County, Tennessee, which is more particularly described in the Declaration of Covenants and Restrictions of Sycamore Creek at Hardin Valley Subdivision (**the "Declaration"**). The definitions, terms, and provisions of the Declaration and Charter are incorporated herein by reference and shall be controlling whenever the same may be in conflict with these Bylaws. All present or future Owners, tenants or future tenants or any other person that might use the Project are subject to the regulations set forth in these Bylaws and in said Charter of this Association. The principal office of the Association shall be located at 644 Blue Herron Road, Knoxville, Tennessee 37934, but meetings of members and directors may be held at such places within the State of Tennessee, County of Knox or County of Knox, as may be designated by the Board of Directors.

ARTICLE II
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association. Each subsequent regular annual meeting of the Members shall be held in December of each year thereafter at a date and time determined by the Board of Directors and notice properly provided to Member under Article II, Section 3 below. If the day for the annual meeting of the Members is a Saturday, Sunday, or legal holiday, the meeting will be held at the same hour on the first day following which is not a Saturday, Sunday, or legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors upon written request of the Members who are entitled to vote one-fourth of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by mailing a copy of such notice postage prepaid no less than ten (10) nor more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or sent via electronic mail to an email address provided by such Member or personally delivered to such Member within said time. Each Member that provides an email address

to the Association opts in to receiving all notices by email communication only, unless such Member requests, in a writing delivered to the Secretary, to receive notice via United States mail. Such notice shall specify the place, day and hour of the setting and in the case of a special meeting the purpose of the meeting. If presented personally, receipt of such notice shall be signed by the Member, indicating the date on which such notice was received by him or her. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Member at his or her post office address as it appears on the records of the Association as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. If emailed, such notice shall be deemed received on the same day of such sending. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to the Member.

Section 4. Quorum. The presence at the meeting of the Members entitled to cast or proxies entitled to cast one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented of any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Except where otherwise required under the provisions of the Charter or these Bylaws, or where the same may otherwise be required by law, the affirmative vote of a majority of the Members represented at any duly called Members' meeting at which a quorum is present shall be binding upon the Members.

Section 5. Proxies. At the meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary. Proxies shall be valid only for the particular meeting designated thereon. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

Section 6. Multiple Owners. The vote of the Owners of a Lot owned by more than one person or by a corporation or other entity, shall be cast by the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such Owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

Section 7. Classes of Members. The Association shall have one (1) class of Members as set forth in the Original Declaration.

Section 8. Membership List. At least ten (10) but not more than sixty (60) days before every annual meeting, a complete list of Members entitled to vote at the election of the Board of Directors, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for ten (10) days prior and throughout the election of the Board of Directors at the office of the Association, and shall be open to examination by any Member through such time.

ARTICLE III

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of at least three (3) Directors who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall elect directors for a term of one (1) year. At each annual meeting thereafter the Members will elect directors for a term of one (1) year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining Members of the Board and shall serve the unexpired term of the predecessor.

Section 4. Compensation. No director shall receive compensation for any service her or she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointments shall be announced at each meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or Non Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE V MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by the resolution of the Board. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by any director, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly called meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to do the following:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and guests thereon and establish penalties for the infraction of such rules and regulations;

(b) Enforce the provisions of the Declaration concerning default in the payment of any Assessments levied by the Association, and infractions of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Charter, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;

(f) Make and amend rules and regulations governing the use of the property, real and personal, owned and operated by the Association for the use and benefit of the Owners, so long as such rules and regulations and limitations which may be placed upon the use of such property do not conflict with the terms of the Declaration and Charter;

(g) Acquire, operate, lease, manage, and other trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the development and the Common Area and in accomplishing the purposes set forth in the Declaration and Charter;

(h) Enforce by legal means the provisions of the Declaration, Charter and Bylaws, and the regulations hereinafter promulgated governing use of the Property and facilities;

(i) Pay all taxes and assessments which are liens against any part of the Property and to assess the same against the Members and their respective Lots;

(j) Pay all costs of power, water, sewer and other utility services, if any, rendered to the Common Area; and

(k) Borrow money for any legitimate purposes which may be necessary for the improvement, maintenance and well-being of the Property.

(l) Adopt and publish rules and regulations governing the use of the Common Areas.

Section 2. Duties. It shall be the duty of the Board of Directors to do the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration,

(i) fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period;

(ii) send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each annual Assessment period; and

(iii) foreclose the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue or cause an appropriate officer to issue upon demand by any person a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on Property owned by the Association as provided in the Declaration;

(f) Require all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Area to be maintained.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, Vice-President, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless such officers shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignations shall take effect on the day of receipt of such notice or at any later time specified therein, unless otherwise specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer whom he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article VII.

Section 8. Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

(b) **Vice-President.** The Vice-President shall act in the place and stead of the President and exercise the duties of President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring such seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board.

(d) **Treasurer.** The Treasurer shall receive and deposit in the appropriate bank accounts all monies of the Association and shall disperse such funds and directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant within a reasonable time after the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting.

ARTICLE VIII COMMITTEES

The Association shall appoint an architectural committee as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE IX BOOKS AND RECORDS

The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special Assessments which are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at a rate of ten percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot as provided in the Declaration. The interest costs and reasonable attorney's fees of such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape

liability for the Assessments provided herein by non-use of the Common Area or abandonment of his or her Lot.

ARTICLE XI FISCAL MANAGEMENT

Section 1. Assessment Roll. The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such accounts shall designate the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which Assessments come due, the amounts paid upon the account and the balance of Assessments due.

Section 2. Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the costs of performing the functions of the Association, including but not limited to the following: Common Expense Budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Area, landscaping, walkways, office expenses, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement).

Copies of the proposed budget and proposed annual Assessment shall be transmitted to each Member at least thirty (30) days prior to January first of the fiscal year for which the budget is made. If the budget is subsequently amended before the Assessments are levied, a copy of the amended budget shall be furnished to each Member concerned. Delivery of a copy of any budget or amended budget to each Member shall not affect the liability of any Member for any such Assessment, nor shall delivery of a copy of such budget or amended budget be considered a condition precedent to the effectiveness of said budget and Assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional Assessment in the event that the budget originally adopted appears to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

Section 3. Depository. The depository of the Association shall be such bank or banks and/or federal savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be such persons as are authorized by the Directors.

Section 4. Audit. An audit of the accounts of the Association may be made annually by a Certified Public Accountant in the discretion of the Board, and, if performed, a copy of the report shall be furnished to each Member not later than January 31 of the year following the year for which the report is made.

**ARTICLE XII
CORPORATE SEAL**

The Association shall not be required to have a seal. If the Association decides to obtain a seal, the seal shall be in circular form having within its circumference the words: "Sycamore Creek Homeowners Association, Inc."

**ARTICLE XII
MISCELLANEOUS**

Section 1. Amendments. These Bylaws may be amended at a regular or special meeting of the Members by an affirmative vote of Members representing seventy-five percent (75%) of the total outstanding votes. No amendment to these Bylaws shall be passed which would operate to impair or prejudice the right or liability of any mortgagee.

Section 2. Conflict. In the case of any conflict between the Charter and these Bylaws the Charter shall control and in the case of any conflict between the Declaration and these Bylaws the Declaration shall control.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year except that the first fiscal year shall begin on the date of incorporation.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the foregoing By-Laws have been adopted as of 25th April, 2022.

SYCAMORE CREEK HOMEOWNERS ASSOCIATION, INC.

Aziz Kherani, President

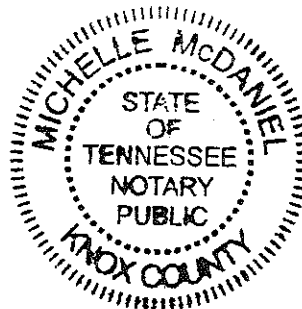
STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared **AZIZ KHERANI**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **SYCAMORE CREEK HOMEOWNERS ASSOCIATION, INC.**, the within named bargainer, a Tennessee nonprofit corporation, and that he as such President, 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, this 25th day of April, 2022.

Michelle McDaniel
Notary Public

My commission expires: 7-26-23



INSTRUMENT PREPARED BY:
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**DECLARATION OF COVENANTS AND RESTRICTIONS OF
SYCAMORE CREEK AT HARDIN VALLEY SUBDIVISION**

KNOW ALL MEN BY THESE PRESENT, that this Declaration of Covenants and Restrictions of Sycamore Creek at Hardin Valley Subdivision ("Declaration") is made and entered into this 25th day of April, 2022 by RELIANCE DEVELOPMENT, LLC (the "Developer") being the owner and developer of the property known as Sycamore Creek at Hardin Valley Subdivision Knox County, Tennessee, more particularly described in Article I, Section 2 below (the "Properties"). The Declaration does impose the following restrictions and protective covenants upon all real property comprising Sycamore Creek at Hardin Valley for the mutual benefit of all parties who may now or hereafter have any vested interest, legal or equitable, in any lot/parcel within.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(1) "Association" shall mean and refer to the Sycamore Creek Homeowners Association.

(2) The "Properties" shall mean and refer to all such existing properties, which is more particularly described in the deeds of record in Instrument Numbers 2020012230051414 and 2020011200041989 of record in the Knox County Register of Deeds Office, the Map record as Instrument Number 202112160048283 in the Knox County Register of Deeds Office, and additions thereto, as are subject to this Declaration.

(3) "Bylaws" shall mean the bylaws for the administration of the Association contained in "Exhibit A" attached hereto, as the same may be amended from time to time. The terms of the Bylaws are hereby incorporated into this Declaration, but this Declaration shall control in the event that any provision of the Bylaws shall conflict with any provision of this Declaration.

(4) "Common Areas" shall mean and refer to those areas of land which Developer proposes to convey and transfer to the Association pursuant to Article X for the common use, benefit, and enjoyment of the owners of the Properties, including but not limited to, the areas shown as "Common Area" on the recorded plat of Sycamore Creek at Hardin Valley, and any and

all portions of the Properties which are or may be designated as joint permanent access easements on the Flat. The Common Areas shall include the property encumbered or to be encumbered by any sign, wall, fence, sidewalk, and landscape easement as so designated on the Plat of the Properties as established by separate declaration of easements instruments. The Common Areas will be maintained and repaired by the Association in accordance with the provisions hereof.

(5) "Developer" shall include Reliance Development, LLC and any person or entity to whom Reliance Development, LLC transfers the Properties pursuant to Article XVI of this Declaration.

(6) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Areas as heretofore defined.

(7) "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

(8) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagees unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(9) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article XI, Section 1, hereof.

(10) "Director" shall mean and refer to a director of or member of the Board of Directors of the Association.

(11) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(12) "Structure(s)" shall mean all buildings, walls, fences, in-ground swimming pools, mailboxes, mailbox posts, birdbaths, storm doors, changes in the exterior finish and color of a building, changes in the grade of the land, and all other improvements or changes of a permanent nature other than the usual and customary maintenance and refurbishing of a Living Unit or improvement to a Lot.

ARTICLE II

ARCHITECTURAL REVIEW COMMITTEE

1. Composition and Appointment: An Architectural Review and Covenants Committee (the "Architectural Committee") may be appointed by the Board of Directors. Such Committee shall initially consist of three (3) members, but may thereafter be increased or decreased in size by the Board of Directors, from time to time. Initially, the Developer shall appoint the members of the Architectural Committee. The Developer shall continue to have the exclusive

authority to appoint the members of the Architectural Committee until such time as it shall in writing expressly confer such authority to the Association. Members of the Architectural Committee shall serve for a term of one (1) year, or until their successors are elected and qualified. Any vacancy in the membership of the Architectural Committee shall be filled by the Board of Directors to serve for the remaining portion of the term of the originally appointed member. If any vacancy shall occur, the remaining members of the Architectural Committee may continue to act until the vacancy has been filled. Except for members who have been designated by the Declarant, any member may be removed with or without cause by the Board of Directors. In the event that the Board of Directors shall fail to designate an Architectural Committee, the Board of Directors shall serve as the Architectural Committee.

2. Powers and Duties.

A. The Architectural Committee shall serve as an architectural review board and shall regulate the external design, appearance, and location of the Lots and Structures thereon so as to enforce the architectural provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and to maintain a harmonious relationship among Structures and the Property.

B. The Architectural Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in enforcing the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association. Any decision or determination of the Architectural Committee may be appealed by a Member affected thereby to the Board of Directors.

3. Submission of Plans to Architectural Committee for Approval: Except for such Structures as may be constructed by the Developer or Structures which have first been approved by the Developer, no Structure of any kind whatsoever shall be commenced, erected, placed, moved onto, or permitted on any Lot, nor shall any existing Structure upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as the Architectural Committee may reasonably require, but shall in all cases include:

A. A site plan showing the location of all proposed and existing Structures on the Lot and all existing Structures on adjoining Lots;

B. Exterior elevations for the proposed Structures;

C. Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed buildings; and

D. Description of the plans or provisions for landscaping or grading.

4. Approvals/Disapprovals: Any approval or disapproval of a requested action by the Architectural Committee shall be in writing. In denying any application, the Architectural Committee shall specify the reasons for such denial. The Architectural Committee may approve an application subject to such conditions and qualifications as the Board of Directors deems appropriate to enforce the architectural provisions of this Declaration.

5. Failure of the Architectural Committee to Act: If the Architectural Committee shall fail to act upon any request submitted to it within forty-five (45) days after a complete submission thereof in a form acceptable to the Architectural Committee, such request shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within thirty (30) days after submission to the Board of Directors, then such request shall be deemed to have been approved as submitted, and no further action shall be required. Submission of incomplete plans shall not be considered valid submissions triggering the deadlines stated above and shall not be recognized by the Architectural Committee or the Board of Directors.

6. Rules, Regulations, and Policy Statements: The Architectural Committee shall enforce the design guidelines set forth in this Declaration and shall ensure the harmony of exterior design with existing Structures as to quality of workmanship and materials and as to location with respect to topography and finish grade level with elevation. The Architectural Committee may recommend, from time to time, subject to the approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on. The Architectural Committee shall adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure shall include provisions substantially to the following effect:

A. The Architectural Committee shall hold regular meetings as necessary. Meetings of the committee may be called by the Chairman and by a majority of the members of said committee;

B. A majority of the members of the Architectural Committee present at any meeting shall constitute a quorum;

C. The Architectural Committee shall maintain minutes of its meetings and a record of the votes taken thereat;

D. All meetings of the Architectural Committee shall be open to the Members of the Association and any vote of the Architectural Committee shall be taken at an open meeting. Nothing contained herein, however, shall prevent the Architectural Committee from meeting in closed session or executive session in accordance with State and Federal laws or regulations;

E. A copy of all minutes, rules, regulations, and policy statements of the Architectural Committee shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to any interested Member at a reasonable cost or shall make such minutes, rules, regulations, and policy statements available to any Member for copying.

7. Expenses of the Architectural Committee: The Architectural Committee may charge reasonable fees for the processing of any requests, plans, and specifications including consultation with a professional. The Association shall pay all ordinary and necessary expenses of the Architectural Committee; provided, however no member of the Architectural Committee shall be paid any salary or receive any other form of compensation, at the expense of the Association.

8. Right of Entry: The Association and the Architectural Committee through their authorized officers, employees, and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article and Article III without the Association or the Architectural Committee or such officer, employee, or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

9. Land Development: Notwithstanding any other provisions of this Declaration, any building, construction, reconstruction, or repair of roadways, curbing, sidewalks, utility services, or any other Structure on a Lot or any other portion of the Property by the Developer and/or by other persons regularly engaged in the building or construction business, if granted approval in writing by the Developer, shall not require the approval of or be subject to review by the Architectural Committee.

ARTICLE III

USE AND BUILDING RESTRICTIONS; APPROVAL; CONSTRUCTION STANDARDS

1. Primary Use Restrictions: All lots in Sycamore Creek at Hardin Valley shall be used only for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family, not to exceed two (2) stories in height and containing a private garage for the sole use of the owner and occupants of the lots. No detached garages are permitted.

2. Approval of Construction and Landscape Plans. No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing the following items have been approved previously in writing by the Developer or Architectural Committee: (a) Site Plan- the location of improvements on the lot; (b) the building elevation (including rear, front and side elevations); (c) the type of exterior material; (d) the location and size of the driveway (which shall be rocked before construction commences) and finished with concrete at completion; (e) the grade elevation of the foundation. In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer

or Architectural Committee for its prior written approval, which plan shall show trees, shrubs and other plantings, and shall require sod in the front and side yards. Removal of trees and plantings after the submission of the landscape plan shall be prohibited unless and until prior written approval is obtained from the Developer or Architectural Committee. Developer and Architectural Committee are hereby granted the right, but not the obligation, to approve or reject all plans and specifications for the erection and /or alteration of improvements on all lots in Sycamore Creek at Hardin Valley in accordance with this Declaration.

3. Building Materials; Roof; Builder.

A. The exterior building material of all structures shall be either brick/brick veneer, stone/stone veneer, or combination of the same. Hardi board and shakes siding may be used as accents on the exterior of all structures. The exterior building material of the sides and back of all structures shall be either brick/brick veneer, vinyl siding, or combination of the same. When brick and/or stone is utilized as the final finished exterior building material(s), it shall extend to a minimum of three (3) inches above ground level of the final/finished grade. When any other approved exterior material is utilized as the final finished exterior building material(s), it shall extend to a minimum of nine (9) inches above ground level of the final finished grade. Developer and Architectural Committee recognizes that the appearance of other exterior building materials may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

B. The roof pitch of any residential structure shall not be less than eight (8) inches vertical for every twelve (12) inches horizontal.

C. The general contractor constructing the residential structure shall be subject to prior written approval of the Developer or Architectural Committee, and said Developer's or Architectural Committee's decision shall be based upon number of years in the construction business and must the number of residential structures built. Developer and Architectural Committee makes this requirement to maintain high quality of construction within the subdivision, and reserves the right to waive these standards of experience.

4. Setbacks and Developmental Standards. No structures shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat. Developer may vary the established building lines or any other developmental standards contained herein, in its sole discretion, where not in conflict with applicable zoning regulations during the development of the subdivision. For purposes of this section, the development of the subdivision shall be from the date that Declaration is executed by the Developer to the date of the sale of the last Lot which constitutes Ninety-Five Percent (95%) of the Lots in Sycamore Creek at Hardin Valley, to any person, firm or corporation other than the Developer. While the purpose of the setback line is to establish the closest distance a residential structure may be erected in relation to the right-of-way, it is also established as a line to determine the placement of the residential structures, and the same may be varied by the Developer in order to maintain conformity of residential structure locations.

5. Minimum Floor Areas. Each residence shall have a minimum number of square feet of living area, excluding basements, garages, decks, porches and similar spaces of 2,000 square feet and a maximum of 4,000 square feet.

6. Style of Home.

A. All houses to be constructed within the subdivision shall be conventional two-story houses, unless otherwise approved by the Developer or Architectural Committee in accordance with Article II hereof.

B. No underground homes or log cabins will be allowed.

C. No mobile homes or pre-manufactured homes will be allowed to be placed on any lot.

7. Completion Time Requirements for Construction.

A. Once construction has commenced on a lot within the subdivision, all structures (including driveways, landscaping, seeding and sodding) shall be completed within twelve (12) months.

B. After the completion of a residence, the lot owner shall grade and sod the entire lot within thirty (30) days, even if the residence is not yet occupied.

C. After the completion of a residence, the lot owner (including builders building spec homes) shall furnish approved landscaping and have the driveway paved, (concrete) within thirty (30) days.

D. Upon an Owners' failure to comply with the provisions of this Article III, Section 7, Developer, Architectural Committee, any Lot Owner or any person or association to whom it may assign the right, may take action, as may be necessary, to force Owner to comply therewith, and the Owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, including, but not limited to, reasonable attorneys' fees.

8. Garages, Swimming Pools and Driveways.

A. All lots shall have at least a two (2) car garage attached unless otherwise approved in writing by Developer. Garage doors shall have no windows.

B. No detached garages shall be constructed on any lot.

C. Any swimming pools must be fully in-ground and shall be to the rear of the lot and screened from the street and have appropriate fencing as required by local and/or state laws, and properly approved in accordance with Article II hereof.

D. No carports shall be constructed upon any lot.

E. Driveways shall be poured concrete.

F. Prior to the start of construction on any dwelling, the contractor and/or owner will be required to install a gravel driveway so that it can be used during construction as a temporary construction entrance. The amount of gravel to be used by the contractor and/or owner shall be sufficient quantity to keep dirt and mud from leaving the confines of the subdivision lot onto the streets.

G. During construction, erosion control silt fence will remain in place until sod or seed and straw is placed.

9. Fences, Walls, Solar Units, Clotheslines, and Satellite Dishes.

A. No fence, wall, hedge or sidewall of any nature shall be built or erected without the prior written consent and/or approval of the Developer or its assigns, which approval would specify material used and the location of same. Construction of fences will consist of black aluminum, black powder coated aluminum or black wrought iron used in concrete. Wood picket fences, chain link fences and masonry fences are prohibited except with the prior written approval of the Developer or its assigns. The installation of fences shall begin at ten (10) feet past the front corners of the house and continue toward the back of the house. Fences shall not be installed in the front yard of the lot. The Developer or its assigns shall have full and final say concerning construction and/or erection of exterior fences or walls. Any variance of or to the requirements contained in this Article III, Section 9 must be approved in writing by the Developer prior to installation. No fence taller than six (6) feet in height will be permitted. However, certain exterior lots may benefit from a privacy fence and the Developer or its assigns reserves the right to approve such fences at their discretion.

B. All sports equipment (basketball goals, play sets, etc....) shall be placed in such a manner to be neat, to the rear of the structure as possible, and within the spirit of the subdivision. Sports equipment shall not be installed permanently without the prior written approval of the Developer or its assigns.

C. Satellite dishes shall not be larger than 24" at their largest diameter and must be located at the rear of the house. Satellite dishes shall be installed on the ground and shall not be installed on any portion of the house.

D. No clotheslines of any form shall be constructed, whether temporarily or permanently on any lot.

E. No solar unit shall be installed on any lot or structure.

F. Statues, trellis, or other such landscaping accessories shall be non-offensive and are subject to removal at the request of the Developer or the Architectural Committee.

G. Antennas of any kind shall not be placed on any structure (the interior of the attic is acceptable) on any lot.

H. Seasonal decorations are permitted but are to be removed in a timely manner.

10. Gardens.

A. Vegetable gardens for private use shall be permitted only in the rear lot of a dwelling and in no event shall be greater than two hundred (200) square feet.

11. Underground Utility Service, Sewage Responsibility and Fuel Tanks. Utility service lines serving each lot shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm or corporation owning any legal or equitable interest in any lot in the subdivision without the expressed consent in writing of the utility service companies providing utility service to the subdivision. Notwithstanding anything to the contrary contained in this Article III, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially approved by the Developer or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement to be a separate recordable document, Developer or the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

12. Drainage. Drainage of each lot shall conform to the general drainage plans of the Developer for the subdivision, and no Owner may alter the drainage of any lot in the subdivision, which affects the general drainage plans of the Developer. The Developer or the Association, depending on whether title of the Common Areas has transferred to the Association under Article X, Section 2, shall be responsible for the repair, maintenance, improvement and replacement of the drainage and storm water system installed within Sycamore Creek at Hardin Valley with the exception of any part or portion thereof which may lie and be situated within the right-of-way of any public street, and said Developer or Association shall be further responsible for the maintenance, repair and restoration of grade of any natural drain, drainage channel, drainage easement, detention basin, swale or other surface drainage structure shown upon the plat of Sycamore Creek at Hardin Valley Subdivision or otherwise existing at the time of the recording thereof.

13. Erosion Control. Prior to the construction of single-family residence on each individual lot, it shall be the responsibility of the Developer, or his assigns, to maintain erosion control on each lot to prevent erosion slide into any road or curb improvements. After the transfer of ownership from Developer to resident or builder, it shall be the duty of each individual lot owner to prevent any erosion of earth onto said improvements. Should any owner fail to do so, then Developer (or any person, firm, corporation, or association to which it may assign the right) may take such actions as it deems appropriate, and immediately, upon demand, reimburse Developer or other performing parties for all expenses incurred in so doing.

14. Easements for Utilities, Drainage; Conservancy Easements. All property in this subdivision shall be conveyed subject to the easements shown or noted on the recorded plat. The easements created on the plat grant certain rights over and across the real estate of an owner and may include, but not be limited to:

A. The right of ingress and egress over all lots to and from the easements for construction, operation, and maintenance of said facilities over and under said land which is subject to said easements.

B. The right to cut down or trim any trees within the easement.

C. The right of any utility company or agency using said easement to remove permanent obstacles within the easement.

Additionally, there is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair, and maintenance of (a) all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems, and (b) public sidewalks and tress landscaping adjacent thereto.

ARTICLE IV

NUISANCES

No noxious or offensive activities shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE V

OTHER STRUCTURES AND VEHICLES

1. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developers, which shall be removed when construction or development is completed.

2. No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

3. No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot any time unless housed in a garage or basement for a period in excess of twenty-four (24) hours. No inoperable or junk automobiles shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. Parking on the street will not be permitted, with the exception of holiday parties and/or social events. Visitors shall park in the driveway of the lot. Notwithstanding the provisions hereof or of Article III, a new house may be used by a builder thereof as a model home for display or the builder's own office, provided said use terminates within forty-eight (48) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any person, firm, corporation or association to whom it may assign such right.

ARTICLE VI

SIGNS

No sign for advertising or any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine (9) square feet; provided however, Developer (1) shall have the right to erect larger signs when advertising the subdivision, (2) to place signs on lot designating the lot number of the lots, and (3) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of the lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulation.

ARTICLE VII

WASTE

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept on any lot, except in sanitary containers to be picked up regularly by an approved service provider. Except for weekly pickups, such containers must be stored in the garage.

ARTICLE VIII

ANIMALS

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in this geographic area may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the rear lot occupied by the owner of such pets.

ARTICLE IX

RESTRICTIONS RUN WITH LAND

Unless altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land comprising the subdivision and shall be binding on all parties claiming under them for a period of Thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots, agreeing to change said covenants in whole or in part. Failure of any owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

ARTICLE X

COMMON AREAS

1. Members' Easements of Enjoyment. Subject to the provisions of Article X, Section 3 below, every Member shall have a right and easement of enjoyment in and to the Common Areas,

including, without limitation, the right of access, ingress and egress to and from Member's Lot over those portions of the Common Areas from time to time designated for such purpose, and such easement shall be appurtenant to and shall pass with the title to every Lot.

2. Title to Common Areas. The Developer may retain the legal title to the Common Areas until such time as in the opinion of the Developer the Association is financially able to maintain the same. The transfer of title to the Association shall be made at a time and under conditions as determined by the Developer in its sole discretion.

3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. the right of the Association to take reasonable action to protect and preserve the rights of the Association and the Members in and to the Common Areas, including, but not limited to, rights to prevent the sale or confiscation of said Common Areas from creditors or lien holders of the Association or membership;

b. the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

c. the right of the Association to promulgate rules and regulations for the use hereof;

d. after transfer of title to the Common Areas to the Association, the right of the Association to dedicate or transfer all or any part of the Common Areas or areas to any public agency, authority, or utility shall not be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members and recorded; and

e. the rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Areas in a unit of Sycamore Creek at Hardin Valley, in which such Member is not a resident. Common Areas belonging to the Association shall result in membership entitlement, notwithstanding the unit in which the Lot is located.

ARTICLE XI

MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership, Board of Directors and Voting Rights.

A. Each person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of the Properties.

B. The Association shall have one class of voting membership.

C. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Article XI, Section 1 hereof. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

D. The Association shall be governed by a Board of Directors to be elected annually by the membership. The Board shall consist of a minimum of three (3) persons elected to the membership; provided that Developer shall be entitled to designate all of the Board of Directors until the Developer has sold Ninety-Five Percent (95%) of the Lots, and such designees need not be Members of the Association. The number of Directors shall be determined in accordance with the provisions of the Bylaws of the Association, however, the number of Directors shall always be an odd number.

2. Creation of the lien and personal obligations of the assessments.

A. The owner of any lot within the Subdivision, excepting a builder with an unoccupied spec home, by acceptance of a Deed to any such lot, whether or not it shall be expressed in such Deed, is deemed to covenant and agrees to pay to the Association:

1. Annual assessments or charges to be paid monthly; and
2. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with interest, cost, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property on which such assessment is made. Each assessment together with interest, cost, and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time the assessments are due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the Deed to such lot. DEVELOPER SHALL NOT BE REQUIRED TO PAY ANNUAL OR SPECIAL ASSESSMENTS ON LOTS OWNED BY DEVELOPER. THIS EXCLUSION OF DEVELOPER FROM PAYMENT OF ANNUAL AND SPECIAL ASSESSMENTS IS NOT SUBJECT TO AMENDMENT AT ANY TIME AND ADOPTION OF ANY CONTRARY PROVISIONS BY OWNERS OR THE ASSOCIATION SHALL BE VOID.

B. The Developer may fix an initial assessment for each Lot. The Developer hereby fixes the initial assessment at \$50.00 per month for vacant lots and \$195.00 per month for lots with completed houses. The assessment may be adjusted by the Developer until Developer has sold Ninety-Five Percent (95%) of the Lots. After the development of the Properties, the Board of Directors shall set the annual assessment for each Lot for the purposes set forth in Article XI(2)(C) below. The assessment shall be a sum reasonably necessary to defray the expenses of the Association for the year. From and after the expiration of the first year, the assessment may be adjusted upward or downward as herein provided.

C. The purpose of the assessments levied by the Association shall be exclusively to promote the recreation, health, safety, and welfare of the residents of the development and for the improvements and maintenance of the Common Areas, any taxes or assessments imposed upon the common grounds and Association's insurance premiums. The assessments shall also include any and all costs for the Common Areas including, but not limited to, utilities, lease and/or purchase payments, landscape maintenance, storm water structures, any other expense or charge, whether or not hereinbefore mentioned, which in accordance with generally accepted accounting and management principles, would be considered as an expense of operating, managing, equipping, protecting, policing, lighting, replacing, maintaining or repairing the Common Areas.

D. The Association by vote of the majority of the Members of said Association, may increase the annual assessment.

E. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Fifteen Percent (15%) per annum. The Association may bring an action at law against the owner primarily to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided above and a reasonable attorney fee to be fixed by the Court together with costs of the action. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of such lot.

F. The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.

G. All properties dedicated to and accepted by a local public authority, the Common Area, shown on the Plat or dedicated herein and all properties owned by the developer shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from the said assessments.

H. The Developer may fix an initial initiation fee for each Lot. The Developer hereby fixes the initial initiation fee at \$350.00. The initial initiation fee may be adjusted by the Developer until Developer has sold Ninety-Five Percent (95%) of the Lots.

I. The Developer may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Area, including the necessary fixtures and personal property related thereto until Developer has sold Ninety-Five Percent (95%) of the Lots. After the

development of the Properties, the Association may levy such a special assessment, which must be approved by a majority of the Members of the Association. A quorum required for any action under this Article XI(2)(I) shall be as set out in Article XI(3) below.

J. The Association may change the maximum and basis of the annual assessment prospectively for any period provided that any such change shall have the assent of the majority of the Board of Directors. It shall be the duty of the Board of Directors to notify each Member of any change in the annual assessment or any special assessment and the due date of such assessment. The requirement of notice shall be satisfied by email to all Members that provide an email address to the Association, unless such Member requests, in a writing delivered to the Secretary, to receive notice via United States mail. The requirement of notice shall be satisfied by regular deposit in the United States Mail to the last known address of each Member that has not provided an email address to the Association. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

3. Voting. Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to vote shall be fifty Percent (50%) of all votes of each class of membership and the same shall constitute a quorum. If the required quorum is not present at the first meeting, another meeting may be called subject to the same notice requirement. A required quorum at the second meeting shall be one-half ($\frac{1}{2}$) of the original required quorum, or twenty-five (25%) of those entitled to vote, at the second meeting. If a required quorum is not met by the second meeting after proper notice has been given, then, in that event, the Developer may take such action as is necessary to transfer and assign its interest to the Association. No subsequent meeting shall be held more than (60) days following the preceding meeting. A majority vote of the quorum shall be required to take any action, excepting the third meeting as described herein.

ARTICLE XII

MAINTENANCE

1. Developer's/Association's Duty to Maintain. Except as otherwise provided for herein, the Developer shall maintain and keep in good repair all portions of the Common Areas and improvement thereon, if any. Once the Developer transfers title of the Common Areas to the Association, the duty to maintain and keep in good repair all portions of the Common Areas and improvement thereon shall pass to the Association. The Developer's or the Association's responsibility with respect to the Common Areas shall be deemed to include the maintenance, repair and replacement of (i) all roads (until such time as the county municipality begins maintaining such roads), the mail kiosk, entry sign, walking trail, Common Area walls and fencing, and other improvements, if any, situated within the Common Areas; (ii) such utility lines, pipes, plumbing wires, conduits and system which are a part of the Common Areas; (iii) all development amenities located in and constituting a part of the Common Areas; and (iv) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Areas.

2. Owner's Duty to Maintain Lot. Before the date of construction of a single-family residence is started, it shall be the duty of each lot Owner to keep and maintain the grass at a level not to exceed six (6) inches in height, and to keep trash picked up and all building materials stacked neat and orderly daily. From and after the date construction of a single-family residence is started, it shall be the duty of each lot Owner to keep and maintain the grass on the lot properly cut and trimmed, at a level not to exceed six (6) inches in height, and also, to keep the lot free and clear from all weeds and trash, (other than normal useable building materials used during construction) and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer or the Association may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the Owner shall, immediately upon demand, reimburse Developer or the Association for all costs incurred in taking such action. Failure to make such reimbursement shall entitle the Developer or the Association to bring an enforcement action, and the non-reimbursing owner shall be responsible for all costs of such action, including, but not limited to, reasonable attorneys' fees.

ARTICLE XIII

SEVERABILITY

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

ARTICLE XIV

WAIVER AND MODIFICATION

The Developer, its successors and assigns, reserves the right to alter, waive or amend these restrictions and protective covenants as to any part of the Sycamore Creek at Hardin Valley Subdivision, subject to this Declaration, then owned by Developer and without the consent of the owner as to any other land in said subdivision, and shall have the further right before a sale to change the size of or locate or relocate any of the lots, parcels, streets, or roads shown on any of the plats of the Sycamore Creek at Hardin Valley Subdivision.

ARTICLE XV

ENFORCEMENT

Enforcement of these restrictions shall be proceeding of law or in equity, brought by any owner of residential real property, by the Association formed under Article XI or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

In the event the Developer, Association, or Owner seeking enforcement of any covenant or restriction shall be upheld by the courts, the defendant or defendants in such cause shall be liable for the reasonable attorney fees sustained by the Developer, Association or Owner, together with other expenses associated with recovery, including depositions, experts and other expenses typically incurred in connection with legal actions and court costs, and the same, along with any damages ordered by the court, if any, shall constitute a lien upon the Lot of such defendant or

defendants. The lien shall be effective as of the date the judgment or order is recorded in the Register's Office for Knox County, Tennessee.

ARTICLE XVI

ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more corporations or assigns which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released therefrom.

IN WITNESS WHEREOF, Reliance Development, LLC has caused this instrument to be executed on this 25th day of April, 2022.

RELiance DEVELOPMENT, LLC

By: [Signature]
Aziz Kherani, Managing Member

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared AZIZ KHERANI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of RELiance DEVELOPMENT, LLC, the within named bargainer, a Tennessee limited liability company, and that he as such Managing Member, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Managing Member.

Witness my hand and seal, this 25th day of April, 2022.

[Signature]
Notary Public

My commission expires: 7-26-23

