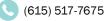




# 1.30± Acre Building Lot in Sunset Shores Subdivision on Kentucky Lake near Waverly, TN



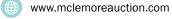


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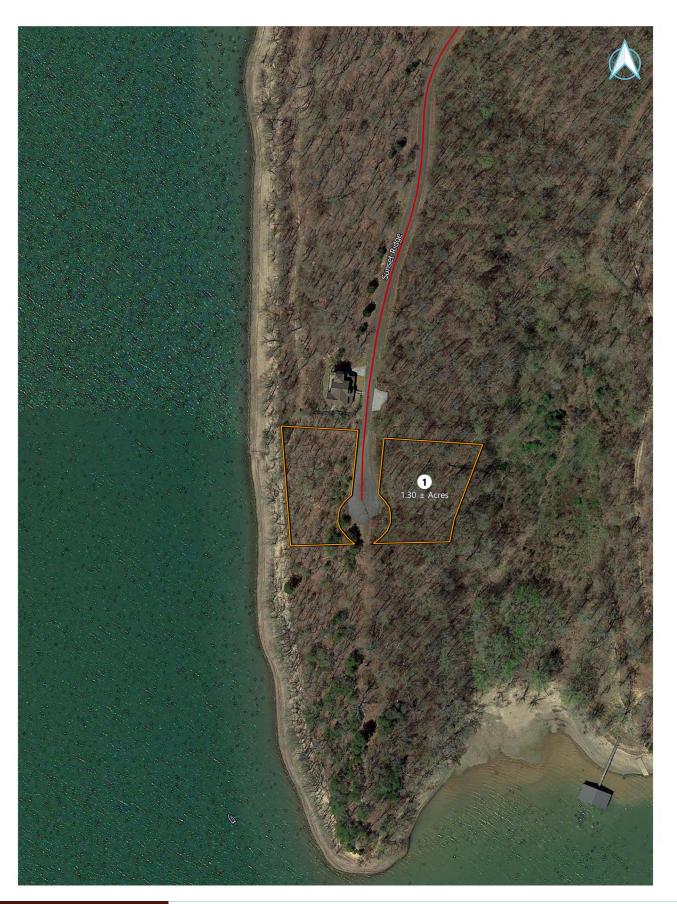






# **Auction Sales Map**







## BK/PG:WD189/2710-2728

MCLEMORE

Α U C T I O N C O M P A N

COV 19 PG BA	: 6820
05/12/2006	04:05 PH
VALUE	0.00
MIG TAX	0.00
TRN TAX	0.00
REC FEE	95.00
DP FEE	2.00
REG FEE	0.00
TOTAL	97.00
STATE of TENNESSEE, HUMP	HREYS COUNTY
JANET H. CRO	WELL

REGISTER OF DEEDS

CORRECTED

#### DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PLAT OF

#### SUNSET SHORES

This Declaration of Easements, Covenants, Conditions and Restrictions (the "Declaration") is made on the date hereinafter set forth by the McKeough Land Company, Inc., an Illinois corporation, of 208 Franklin Street, Grand Haven, MI 49417, hereinafter referred to as the "Developer." This Declaration replaces and fully supersedes a previously recorded Declaration at Book 189, Page 2677.

#### WITNESSETH

WHEREAS, the Developer, being the owner of all real property in the Plat of Sunset Shores (recorded at B-339), which property is located in Humphreys County, Tennessee (subject to and together with any and all appurtenances and easements, licenses, restrictions and conditions of record), as recorded in the Register of Deeds Office of Humphreys County, Tennessee (the "Development"), hereby makes the following Declaration as to easements, covenants, conditions and restrictions affecting and governing the Development;

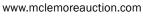
WHEREAS, the Developer has divided the Development into Lots identified by the numbers "1-38", each of which is individually referred to as a "Lot" and which are collectively referred to herein as the "Lots";

WHEREAS, in addition to Lots, the Developer wishes to make provisions for commonly owned lands, and improvements located thereupon, as a component of the Development for the use and enjoyment of the owners of Lots;

WHEREAS, the Developer is contemplating the platting of additional Lots and commonly owned lands in the future, which will be part of the Development;

WHEREAS, the Developer wishes to permit the development of the Development into a community suitable for family and recreational living and, at the same time, wishes to maintain insofar as possible, the natural character of this beautiful property;

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**WHEREAS**, it is essential to the value of the Lots that the Development be perpetually maintained in a manner consistent with high environmental, aesthetic and residential standards;

WHEREAS, to accomplish the foregoing, the Developer desires to impose certain building and use restrictions, easements, covenants and conditions, as herein contained, upon and for the benefit of said Lots and the Development as a whole; and

WHEREAS, the Developer is willing to sell the Lots, but all buyers and subsequent owners hereby accept such Lots subject to the declarations, easements, covenants, conditions and restrictions set forth herein;

**NOW, THEREFORE,** the Developer hereby declares and provides that the Development is hereby subject to the following easements, covenants, conditions and restrictions:

#### ARTICLE 1 DEFINITIONS

- 1.1 "Association" shall mean the Sunset Shores Property Owners Association, Inc. as established hereinafter in Article 8.
- 1.2 "Architectural Review Committee" or "Committee" shall mean the Architectural Review Committee as established hereinafter in Article 9.
- 1.3 "Boat Slip" or "Slip" shall mean those spaces within the Marina, if any, constructed by the Developer for the Development, which area is designated and numbered in Exhibit "A", attached hereto, and which area is intended to accommodate the docking of watercraft and the right to use said area shall be owned by a Lot Owner. As such, an owner of a Boat Slip owns real property.
- 1.4 "Common Lands" shall mean lands and improvements, if any, in the Plat of Sunset Shores, that are owned in common by the Lot Owners, including, but not limited to, the entryway to the project, all private roads shown on the Plat of Sunset Shores, the Marina and boat launch, if any, boat storage area, picnic areas, trails, and open spaces as depicted now or in the future on the Plat of Sunset Shores and such common elements as the Developer, at its sole option, may choose to add in future Phases of the Development.
- 1.5 "Developer" shall mean the McKeough Land Company, Inc., the current owner of the land within the Development, or its successors or any person or entity to whom or to which it may, in a document recorded with the Humphreys County Register of Deeds Office, expressly assign one or more of its rights hereunder or delegate its authority hereunder.
- 1.6 "Development" shall mean the property known as the Plat of Sunset Shores, subject to and together with any and all appurtenances and easements, licenses, restrictions and conditions of record.

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- 1.7 "Dock" shall mean the physical structure within the marina, if any, adjacent to a Boat Slip used for access to and the securing of watercraft. Docks are personal property owned by the Association.
- 1.8 "Lot" shall mean any one of the numbered Lots within the Development and any Lots added by Developer in future Phases of the Development. "Lots" shall mean all such Lots.
- 1.9 "Lot Owner" and "Owner" shall mean any person or other entity owning or purchasing a Lot or any person having the right of occupancy of any dwelling constructed on such Lot.
- 1.10 "Marina", if any, shall mean the physical structure constructed by the Developer on Tennessee Valley Authority (TVA) lands and water for the Development, which structure includes piers, Docks, roofs and all other accessory improvements thereto necessary for the provision of docking facilities for watercraft, and for other associated and permitted activities, for the Lot Owners. The Marina is personal property owned by the Association.
- 1.11 "Mobile Home" shall mean any dwelling, transportable in one or more sections, which is built on a permanent chassis.
- 1.12 "Modular Home" shall mean any dwelling constructed off-site in 3-dimensional modules, which modules are then transported to the site for assembly and integration to form the dwelling unit.

#### ARTICLE 2 SUBDIVISION

No Lot may be further subdivided unless all the resultant parcels created by the subdivision are deeded to an adjacent Lot Owner(s) to increase the size of another Lot.

#### ARTICLE 3 CARE AND APPEARANCE OF PREMISES

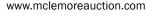
Lot Owners shall maintain the exterior of all improvements on any Lot and the Lot itself in a neat and attractive manner and in good condition and repair.

#### ARTICLE 4 PERMITTED AND PROHIBITED USES

4.1 No Lot or Common Lands shall be used, nor shall any structure be erected thereon or moved thereupon, unless the use thereof and location thereon satisfies the requirements of applicable zoning ordinances or other governmental regulations, if any, which are in

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effect at the time of the contemplated use or the construction of any structure, or unless approval thereof is obtained from the appropriate zoning or regulatory authority.

- 4.2 Except as otherwise specifically provided herein, Lots shall be used for the construction of one single-family residence to be occupied by not more than one (1) family for residential purposes, one detached garage or outbuilding, and recreational uses incidental thereto, only.
- 4.3 Home businesses are permitted if operated entirely within the dwelling, employ not more than one non-family member, and excessive traffic and parking requirements are not generated. No exterior signage relating to home businesses shall be permitted.
- 4.4 At such time as construction of a dwelling has commenced upon a Lot, a Lot Owner may park one (1) properly registered recreational vehicle, including, but not limited to boats, trailers, campers, ATVs, personal watercraft (PWC) and other such vehicles on a Lot outside of an enclosed building. As to PWC, ATVs and other such vehicles, a trailer accommodating up to four (4) such recreational vehicles is herein to be construed as one (1) such recreational vehicle. No such aforementioned vehicles may be stored upon a Lot prior to the completion of the construction of the dwelling on the Lot. Furthermore, no such storage of any kind is permitted upon the Common Lands, except as permitted hereinafter. The Developer has designated a storage area as shown on the Plat of Sunset Shores. Said designated storage area may be constructed and improved by the Association and shall be limited in use to the storage of the aforementioned and properly registered, licensed and operational recreational vehicles and trailers. Unless otherwise expressly permitted by the Association, no Lot Owner may store more than one (1) recreational vehicle, as hereinabove defined, upon said storage area. Said storage area is for the exclusive use of Lot Owners and will be utilized on a first come, first served basis. Said storage area shall be kept in reasonably neat order and repair.
- 4.5 No noxious or offensive trade or activity and no activity which is in violation of any law, ordinance, statute, or governmental regulation shall be conducted in the Development, nor shall anything be done which may be or become an annoyance or nuisance to the other Lot Owners in the Development.
- 4.6 The exterior of any structure or improvement being constructed upon a Lot shall not remain incomplete for a period of longer than nine (9) months from the date upon which construction of the improvement was commenced. All construction shall be diligently pursued to completion and such completion shall occur prior to occupancy.
- 4.7 Not more than 50% of now-existing trees which are 12 inches or more in diameter, measured at a height of 4 feet, shall be removed from any Lot, except for dead, hazardous and diseased trees.
- 4.8 Unless otherwise restricted by applicable zoning laws or other governmental regulations, if any, camping, including the use of recreational camping vehicles, is permitted on a Lot for not more than 14 consecutive days nor more than 30 cumulative days in any calendar

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year. This restriction will be in effect until 10 homes are built in the Development, after which date no camping on a Lot in the Development is permitted. When not in use upon a Lot for camping purposes, all camping vehicles and tents shall be removed from the Lot upon departure and, furthermore, all rubbish and debris associated with camping activities shall be removed from the Lot upon departure. At such time as a dwelling has been constructed upon a Lot, the forgoing restrictions regulating camping on a Lot shall not be construed to regulate the typical "backyard camping" activity of children. Camping is prohibited on the Common Lands.

- 4.9 All garbage and refuse shall be promptly disposed of so that it will not be objectionable to other Lot Owners. No outside storage containers for refuse or garbage shall be maintained or used unless the same shall be properly concealed with vegetative screening. No dumping of refuse or storage of materials is permitted upon the Common Lands.
- 4.10 Propane gas tanks shall be located underground. If such proves to be impractical on any Lot by reason of soil conditions and/or slope or if the Committee has determined that an undue hardship is created by enforcing such underground requirement, then such tanks shall be located in such area of the Lot so as to be as inconspicuous as possible and screened from direct view from beyond the Lot with shrubbery or other vegetative materials.
- 4.11 Hunting and any recreational use of firearms of any kind are prohibited on the Development.
- 4.12 Until such time as Developer has sold all Lots in the Development, or unless Developer has consented in writing otherwise, no signs or other advertising devices shall be displayed upon vacant Lots and which are visible from the exterior of a Lot, including "For Sale" signs, except those signs placed by the Developer for so long as the Developer owns any Lot and except for "For Sale" signs of a "Build to Suit" nature as may be permitted in writing by Developer upon request by builders. Garage and yard sale signs, for the actual days of any such sale, are permitted. All such sales must not be conducted for more than three (3) consecutive days, a maximum of one (1) time per year.
- 4.13 No animals shall be kept except common indoor household pets. No animals may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No pets may be permitted to run unsupervised upon the Common Lands or upon another Lot, except as permitted hereinafter.
- 4.14 Decorative, split-rail fencing of the standard two-rail variety, and wooden four-board fencing (or an equivalent type of fencing that by virtue of material, aesthetics, color, height and opacity provides the same natural appearance) shall be permitted, but in no instance shall any fencing cause the blocking of another Lot Owner's view. Metal and chain link fencing is specifically prohibited. Safety fencing surrounding in-ground swimming pools must be of wood, stone, wrought iron (and its synthetic imitations) and

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other natural material construction, but in no case may such fence be taller than the minimum required by code, if any. All other types of fencing shall be prohibited anywhere on the Development other than "invisible" fencing for pet control.

- 4.15 Only satellite dishes of thirty-six (36) inches or less in diameter are permitted, and must be attached to the principal dwelling in a location that is as inconspicuous as reasonably possible. In the event that a satellite dish is unable to function properly when attached to the principal dwelling, then the alternative location of the satellite dish must be specifically approved by the Committee, along with possible additional screening measures therefor.
- 4.16 No Lot Owner may be permitted to construct and/or use and operate their own external radio and/or television antenna for broadcasting or reception purposes without the approval of the Committee.
- 4.17 Above-ground swimming pools shall not be permitted, unless said pool is engineered and constructed in such a fashion so as to blend into the plan for the development of the Lot and in such a manner so as to be aesthetically and architecturally pleasing and using a masonry or stone retaining wall on the exposed vertical portion of the pool. Any such construction of an above-ground pool contemplated shall first have the approval of the Committee before construction commences.

#### ARTICLE 5 CHARACTER OF BUILDINGS AND CONSTRUCTION

- 5.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of the Lots. The Developer wishes to encourage the formulation of new and/or innovative concepts and ideas. Nevertheless, for the protection of all Lot Owners, and for the preservation of the Developer's concept for the development of the Development, the Developer wishes to make certain that any development of a Lot will maintain the natural beauty of the Development and blend man-made structures into the natural environment to the extent reasonably possible.
- 5.2 Single-story dwellings constructed shall have a minimum total of 1,400 square feet of finished living area, excluding any garage, basement and porch, on the first floor wholly above grade. Multiple-story dwellings constructed shall have a minimum total of 1,600 square feet of finished living area, excluding any garage, basement and porch, of which a minimum of 1,200 square feet shall be on the first floor wholly above grade.
- 5.3 All exteriors shall be composed of natural wood (e.g. redwood, cedar or logs), brick, stone, stucco, vinyl shake siding (with a natural wood appearance) and other high-quality exterior materials that may be approved by the Architectural Review Committee. Lot Owners are encouraged to complete the exterior of any dwelling in natural hues with flat finishes. No gaudy or garish colors are permitted. No aluminum or vinyl clapboard

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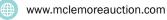


siding will be allowed. Vinyl products are permitted for uses such as gutters, trim, soffits and fascia.

- 5.4 All garages and outbuildings must be architecturally related to and must match the overall color scheme of the dwelling and must be constructed only of materials permitted for the construction of residences. No metal outbuildings are permitted.
- 5.5 Outbuildings, if any (including, without limitation, barns, stables and detached garages for private, and not public or commercial use), which are incidental to the primary use of the Lot, shall be constructed only after the construction of the dwelling has commenced, and shall be no larger than 750 square feet, shall not have a height exceeding twenty-five (25) feet, shall have sidewalls with a minimum height of ten (10) feet, shall be situated on the Lot in a manner that is logical and aesthetically pleasing (in the sole judgment of the Committee), shall not be used as a residence and in no instance shall cause the substantial blocking of another Lot Owner's view.
- 5.6 All structures shall direct stormwater runoff away from TVA lands in such a manner to prevent direct discharge of said runoff onto TVA lands.
- 5.7 The principal roof components on all structures shall have a pitch of at least 7:12. All roofing materials used on structures shall be of dark colors and be of, at a minimum, 25year rated architectural-grade laminated shingles that have a raised-relief surface, cedar shake, slate or other high-quality material approved in advance by the Committee.
- 5.8 Mobile Homes, Modular Homes, earthberm, underground, A-frame and dome homes are prohibited.
- 5.9 All utilities constructed by Lot Owners within the Development, shall be located underground.
- 5.10 No part of any building shall be located closer than twenty (20) feet from the right-ofway line of any private roadway in the Development. No part of any building shall be located closer than fifteen (15) feet from any side Lot line. No part of any building shall be located closer than fifteen (15) feet from any rear Lot line, or as any more restrictive rear setback line is depicted on the Plat of Sunset Shores. In the case of a Lot that directly abuts the TVA boundary, no part of any building shall be located closer than the 381 foot (msl) contour elevation line or within fifteen (15) feet horizontally of the 375 foot (msl) contour elevation, whichever is greater, or as any more restrictive setback line in this area is shown on the Plat of Sunset Shores. A setback of fifty (50) feet is required from any subsurface disposal system to any well and a setback of twenty-five (25) feet is required from any well to any property line.
- 5.11 All exposed exterior concrete or concrete block walls must be covered with an exterior finish material approved by the ARC.

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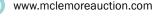
- 5.12 All driveways shall be constructed as a paved (asphalt and/or concrete), brick or fixedstone surface and have an improved travel path of at least twelve (12) feet in width.
- 5.13 Each Lot Owner shall be responsible for any damage to the Common Lands, which occur as a result of construction on the Owner's Lot and all such damage shall be repaired within thirty (30) days of occurrence by the responsible Lot Owner.
- 5.14 For Lots 1 thru 18, as shown on the Plat of Sunset Shores, site locations for dwellings are restricted to the west side of Sunset Ridge Road, since the land associated with each respective Lot on the east side of Sunset Ridge Road is designated for subsurface sewage disposal only. For Lots 27 thru 29, as shown on the Plat of Sunset Shores, site locations for dwellings are restricted to the west side of Forest Crossing Road, since the land associated with each respective Lot on the east side of Forest Crossing Road is designated for subsurface sewage disposal only. For the above said Lots, the Developer has installed the necessary sewer lines extending to each respective Lot under the roadway. For Lots 20, 23, 25, 31 and 32, the Developer has installed the necessary sewer lines extending to each respective "A-designated" Lot portion for subsurface sewage disposal. All Lots in the Development are approved for a 3-bedroom dwelling. Refer to attached Exhibit "B" for a detailed schematic of the locations of the above-mentioned dwelling and sub-surface sewage disposal portions of Lots.

#### **ARTICLE 6 COMMON LANDS - USES PERMITTED AND PROHIBITED**

- 6.1 Trails/Easements: The Developer has provided a cross easement as shown on the Plat of Sunset Shores, and a pedestrian easement between Lots 1 and 2 together to provide for water access and recreational enjoyment of Lot Owners and their guests. All trails within the Development established now by the Developer or hereafter by the Association on Common Lands and/or within dedicated easement areas shall be maintained by the Association.
- No motorized vehicles are permitted upon the cross easement and Common Lands, 6.2 except for golf carts and vehicles used to perform normal maintenance and repair activities, and uses upon Common Lands where motorized vehicles are obviously intended, such as parking areas and boat storage areas.
- 6.3 Camping is prohibited upon any trails located within the Development.
- 6.4 In the event that common improvements, including, but not limited to, stairways and/or entryway components, should encroach slightly upon a Lot, an easement is hereby granted to the Association for that purpose.

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#### ARTICLE 7 LAKE ACCESS-RELATED FACILITIES

- 7.1 All water related facilities, including but not limited to, the Marina, boat launch and associated parking facilities, if any, are strictly for the use and enjoyment of Lot Owners and their guests.
- 7.2 The Developer is in the process of applying for a marina permit from the Tennessee Valley Authority (TVA). If approved, Boat Slips will be available for use by owners of Lots 19, 21 thru 24, 31 thru 35, 37 and 38 as shown on Exhibit "A", attached hereto. In addition, for Lots 21 thru 23, the Developer has extinguished all rights associated with those Lots for obtaining any water use facility adjacent to their respective Lot from TVA.
- 7.3 Notwithstanding the above-mentioned in Article 7.2, all Lot Owners shall be permitted access to the boat launch, Marina (for typical pier structure uses such as swimming, sunbathing, fishing, etc.), if any, and parking facilities associated therewith. Vehicles and/or boat trailers are not permitted to remain in said parking facilities overnight.
- 7.4 Lot Owners, their guests and the Association shall comply with the provisions of the Tennessee Valley Authority and other appropriate regulating bodies.
- 7.5 The Developer is, as of the date of this writing, involved in negotiations with TVA to obtain authorization to develop facilities associated with lake access for the benefit of Lot Owners. In the event that Developer is successful in obtaining such authorization, Developer hereby retains the right to design, construct, regulate and allocate such facilities in any manner that Developer determines is in the best interests of the Development.

#### ARTICLE 8 SUNSET SHORES PROPERTY OWNERS ASSOCIATION, INC.

- 8.1 Lot Owners shall automatically, by virtue thereof, become a member of the Sunset Shores Property Owners Association, Inc., a non-profit corporation chartered in the State of Tennessee. The Association is entitled to carry on such business as is customary of such an Association and in such manner as prescribed by its Bylaws.
- 8.2 As a member of the Association, each Lot Owner agrees for himself or herself, and his or her heirs, successors and assigns, to pay to the Association any dues, assessments for maintenance charges and costs or fines (collectively, the "Dues") as may from time to time be levied by the Association for maintenance, repairs, improvements, insurance, license fees or for any other lawful purpose. The Dues shall run with the land. Any such Dues shall not apply to the Lots owned by the Developer.
- 8.3 Dues may be assessed annually and from time to time to meet the needs and commitments of the Association. Initially, the Dues shall be \$300.00 per Lot per year for

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each Lot Owner. Dues shall be billed to Lot Owners on January 1 of each year, beginning in 2007, and shall be payable in full to the Association by January 31 of each year.

- 8.4 In the first-time purchase of Lots from the Developer, purchasers shall pay to the Association, at the closing of their purchase, a working capital deposit. This contribution to the Association's account will be \$150.00 per Lot.
- 8.5 Notice of the amount of any Dues, other than those specified in Section 8.4 above as being due at closing, shall be given to the Lot Owner by first-class mail addressed to his or her last known address as it appears on the rolls of the Association.
- 8.6 Any Dues not paid on or before the due date established by the Association shall be considered as being in default and shall bear interest at the highest rate then permitted by law or such lesser rate as the Association may establish. Such interest and all costs incurred by the Association in connection with the collection of any such charges, including, without limitation, reasonable attorney fees, shall be collectible by the Association and shall constitute a continuing lien upon any Lot within the Development owned by the Lot Owner responsible therefor. The Association shall have the right to proceed at law or through equity to foreclose such lien. All such charges shall also be the personal obligation of the Lot Owner against whom they were assessed.
- 8.7 Each Lot Owner (and in this specific context a Lot Owner does not mean a lessee) shall have one vote in the voting affairs of the Association for each Lot owned. That is to mean "one Lot, one vote".
- 8.8 Upon the sale of his Lot to another party, the "seller" Lot Owner shall provide the Association with the name and mailing address of the "buyer" Lot Owner.
- 8.9 Each Lot Owner will have a 1/38th undivided interest in the Common Lands.
- 8.10 All roadways shown on the Plat of Sunset Shores shall be maintained by the Association.

#### ARTICLE 9 ARCHITECTURAL REVIEW COMMITTEE

#### **DEVELOPMENT/CONSTRUCTION**

9.1 Site Development/Architectural Review Committee.

(a) An Architectural Review Committee (the "Committee") shall be established by the Association's Board of Directors and shall at all times consist of the Developer and no less than two nor more than four persons appointed by the Board, until such time as Developer elects not to serve, at which time the Board shall appoint that member of the Committee as well. All members appointed by the Board shall be Lot Owners. The

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Architectural Review Committee shall assist Lot Owners in complying with the development restrictions set forth in this document.

(b) Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action, provided further, however, that the Developer's consent shall be required for all Committee action until such time as the Developer elects not to serve on the Committee.

(c) If the Committee shall cease to exist or for any reason shall fail to function, the Board of Directors of the Association shall serve as the Committee, and in the absence of such a Board, the Committee shall be selected by a majority of Lot Owners.

(d) The Committee shall have no affirmative obligation to be certain that all of the restrictions contained in this Declaration are fully complied with and no member of the Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such Committee. Such Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Lot Owner. Each Lot Owner agrees to save, defend, and hold harmless the Committee and each of its members on account of any activities of the Committee relating to such Lot Owner's Lot or improvements to be constructed on such Lot.

(e) The Committee, if it observes deviations from or lack of compliance with the provisions of this Declaration, shall report such deviations or lack of compliance to the Board of Directors of the Association for appropriate action.

9.2 Architectural Review Committee Approval.

(a) No Lot Owner shall construct, alter, or maintain any improvements on a Lot until all of the following have been completed:

- The Lot Owner has submitted to the Committee four (4) complete sets of preliminary sketches showing floor plans, exterior elevations and an outline of specifications for materials and finishes;
- 2. The Committee has approved the preliminary sketches; and
- 3. Upon approval of preliminary sketches, the Lot Owner has submitted to the Committee four (4) copies of complete site plans and specifications therefor, in a form satisfactory to the Committee, showing insofar as is appropriate:
  - i. The size, dimensions and style of the improvements, including, by way of illustration and not limitation, the dwelling, garage and outbuildings, if any;
  - ii. The exterior design and building materials;
  - iii. The exterior color scheme;

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- iv. The approximate location of the improvements on the Lot, including, by way of illustration and not limitation, the dwelling, garage and outbuildings, if any;
- v. The approximate location of the driveways, parking areas and landscaping (including location and construction of all fences or walls, recreational facilities, and utilities) and the types of materials to be used therefor; and
- vi. The vegetation proposed to be removed or altered in order to accommodate construction, complete landscaping and enhance views.
- 4. Such plans and specifications have been approved in writing by the Committee.
- 5. An acknowledgment form is signed by both the Lot Owner and their contractor wherein each acknowledges that they have read and understand the provisions of the restrictions set forth in this Declaration.

(b) Approval for any plans that comply with the restrictions embodied in this Declaration will not be unreasonably withheld, however, approval of the preliminary sketches and detailed site plans and specifications described above may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained herein (including the submission of an incomplete site plan), but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the Lot, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or the improvements erected in the immediate vicinity of the Lot. The Committee may exercise reasonable discretion to grant a variance to the restrictions and conditions contained herein, when in the reasonable judgment of the Committee, the granting of a variance would not render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or the improvements erected in the immediate vicinity of the Lot.

(c) Any building, structure or improvement, including subsequent alterations or modifications, shall be erected or constructed in substantial conformity with the site plans and specifications approved by the Committee.

(d) If at any time a Lot Owner shall have submitted to the Committee site plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specifications within fourteen (14) days from the date of submission nor notified the Lot Owner of its objection within such 14-day period, then such site plans and specifications shall be deemed to have been approved by the Committee, provided that the plans conform to, or are in harmony with, these restrictions, the applicable zoning ordinance or other governmental regulation, if any, and the existing structures in Sunset Shores, and further provided that no suit to enjoin the

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construction has been commenced prior to the completion of any improvements to the Lot.

In the event that a Lot Owner shall file revised site plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original site plans and specifications, and the Committee has neither approved them nor notified the Lot Owner of further objections within fourteen (14) days from the date of submission, then such revised site plans and specifications shall be deemed to have been approved by the Committee. The date of submission is herein defined as the date upon which any member of the Committee has received said site plans and specifications.

#### **ARTICLE 10** LANDSCAPING AND GRADE

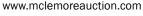
- 10.1 Natural groundcover, wood chips or other natural plantings indigenous to wooded areas are encouraged.
- 10.2 Existing tress and natural cover (wildflowers, groundcover, shrubs, etc.) shall be preserved wherever possible and practical.
- 10.3 The grade of the Lots shall be maintained in harmony with the topography of the Development and with respect to adjoining Lots.
- In the interest of preserving the existing condition of natural slopes, the Lot Owners shall 10.4 maintain groundcover to prevent water and wind erosion on their Lot.
- The location of all improvements shall be designed and located so as to be compatible 10.5 with the natural surroundings and with the other Lots.
- 10.6 Silt fencing shall be installed in appropriate areas prior to site excavation, driveway construction, landscaping activity and where exposed soil may be subject to runoff and erosion. Said silt fences shall be maintained until the landscaping necessary to prevent erosion of soil is completed.
- Lot Owners owning Lots adjacent to land owned by the TVA shall not permit any runoff 10.7 from their Lots to discharge directly onto TVA lands.

#### ARTICLE 11 EASEMENTS, RESERVATIONS AND DEDICATIONS

11.1 No Lot Owner shall be permitted to grant any right-of-way or easement across their Lot, except to another Lot Owner or to benefit a Lot governed hereby. Neither may a Lot

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Owner use all or any portion of his Lot to establish a road access to property not included in the Development.

- Any type of permanent construction or improvement within designated easement areas, 11.2 other than those provided for herein (and including the construction of driveways and placement of mailboxes), is prohibited.
- 11.3 Easements for installation and maintenance of utilities and drainage facilities are reserved 15 feet in width adjacent to all side lot lines and adjacent to the road right-of-way lines along any road in the Development.
- 11.4 The Developer hereby reserves 100% of all minerals in the Development, except any minerals heretofore reserved. Except as otherwise provided herein, no mineral exploration is permitted on the Development, except as may be permitted by virtue of any prior reservation. Exploration and removal of minerals is permitted by the Developer or its assigns or successors in title, but only if no surface activity or reduction of vertical support of the surface will occur.
- The Developer hereby reserves the right to expand the Development to other contiguous 11.5 lands it may own now or may acquire in the future and reserves unto itself the right to use roads, utilities, drainage structures, Common Lands and any other supporting improvement and infrastructure component of the Development in order to so expand the Development. Any expansion of the Development by Developer will be accomplished in conformance with this Declaration.
- Sewer easements are hereby provided for Lots 20, 23, 25, 31 and 32 for sub-surface 11.6 sewage disposal purposes as shown on the Plat of Sunset Shores, and furthermore, the same type of easement (and for the same purpose) is hereby provided for under and through the private roadway for Lots 1 - 18, 27, 28 and 29 to their respective sub – surface sewage designated Lot portion.

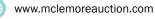
#### ARTICLE 12 **RULES AND REGULATIONS**

The Association may promulgate rules and regulations specifically authorized hereunder and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Development desired by the Association. All Lot Owners and their guests and invitees shall abide by such rules and regulations, and the Association may establish and levy fines for any failure to comply with the same.

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#### **ARTICLE 13** ASSIGNMENT OF RIGHTS

Except as specifically provided for elsewhere in this Declaration, all rights hereunder granted to Lot Owners shall not be further assignable except as an appurtenance to and in conjunction with the sale of their Lot.

#### **ARTICLE 14** VIOLATION OF PROVISIONS

- 14.1 In the event that any Lot Owner violates the terms of this Declaration, the Developer or the Association, not earlier than thirty (30) days after it has delivered written notice to a Lot Owner of a violation of one or more of the provisions hereof, may enter upon the violating Lot Owner's Lot and correct the violation and alter, repair or change any building, structure or thing which may be upon the Lot in violation thereof, so as to make such improvement or thing conform to such provisions.
- 14.2 The Developer or the Association may charge the Lot Owner in violation for the entire cost of the work done pursuant to the provisions of this Section, which shall become a lien against the Lot Owner's Lot.

#### **ARTICLE 15 ENFORCEMENT**

- In addition to any rights set forth in Article 12 and Article 14 for a violation or breach of 15.1 any of the provisions hereof, the Developer, the Association, any Lot Owner(s) or any municipal governing authority shall have the right to proceed at law or through equity to prevent the violation or breach of the provisions of this Declaration or to recover damages for such violation and to foreclose any lien granted hereunder.
- In any action or suit to enforce the provisions hereof, the prevailing party shall be entitled 15.2 to recover its reasonable attorney fees and other legal costs.

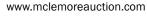
#### **ARTICLE 16 DURATION AND EFFECT**

The provisions hereof shall run with the Development and shall be binding upon all Lot Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the requisite number of Lot Owners set forth in Article 17 hereof, has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

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#### ARTICLE 17 AMENDMENT

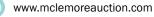
- 17.1 The Developer, so long as it owns any Lot in the Development, hereby reserves the right to amend these covenants and restrictions without the consent of the Lot Owners for any purpose, if the amendment does not materially alter or change the rights of a Lot Owner.
- 17.2 These restrictions may be rescinded or amended, in whole or in part, by an appropriate recorded written instrument executed and acknowledged by not less than three-fourths (3/4) of the Lot Owners; provided, however, that any such recission or amendment must be acknowledged by all of the Lot Owners if:
  - (a) it changes the single-family nature of the Development; or
  - (b) it expands the rights of a Lot Owner to subdivide a Lot or to place more than one house on a Lot.
- 17.3 Any amendments shall become effective ten (10) days after a notice of adoption of the amendment, together with a copy of the recorded amendment, are mailed to all Lot Owners. Notwithstanding the foregoing provisions of this Section, certain rights reserved by the Developer herein shall not be terminated by any amendment without the consent of the Developer.

#### **ARTICLE 18** SEVERABILITY

- 18.1 The invalidation of any one or more of the reservations and restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as herein above provided, shall in no way affect any of the other provisions herein, which shall remain in full force and effect.
- 18.2 In the event that there exist now or in the future regulations, federal, State, local or otherwise, that are more restrictive than those contained herein, the more restrictive regulation shall apply.
- In the event this Declaration conflicts with the terms of the Articles of Incorporation or 18.3 Bylaws of the Association, the terms of this Declaration shall control.

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IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this  $\frac{12^{7/7}}{12^{7/7}}$ day of May, 2006

McKEOUGH LAND COMPANY, INC.

By: Patrick C. Regan

**Executive Vice President** 

STATE OF TENNESSEE

COUNTY OF HUMPHREYS

Personally came before me this  $12^{n+1}$  day of May \_\_\_\_\_, the above named Patrick C. Regan, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

) ) ss.

)



Notary Public, State of Tennessee My commission expires:  $2 \cdot 17 \cdot 09$ 

PREPARED BY AND **RETURN TO:** Patrick C. Regan **Executive Vice President** McKeough Land Company, Inc. 208 Franklin Street Grand Haven, MI 49417

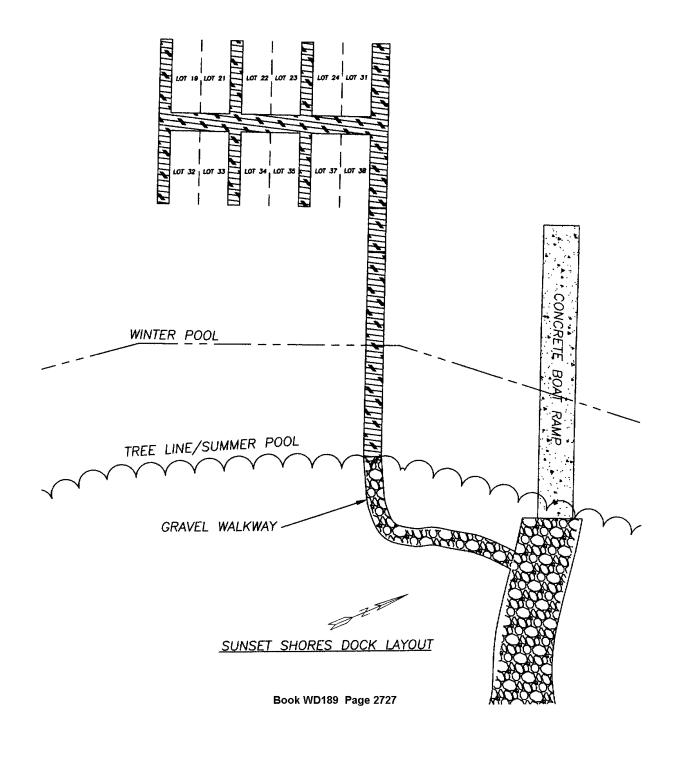
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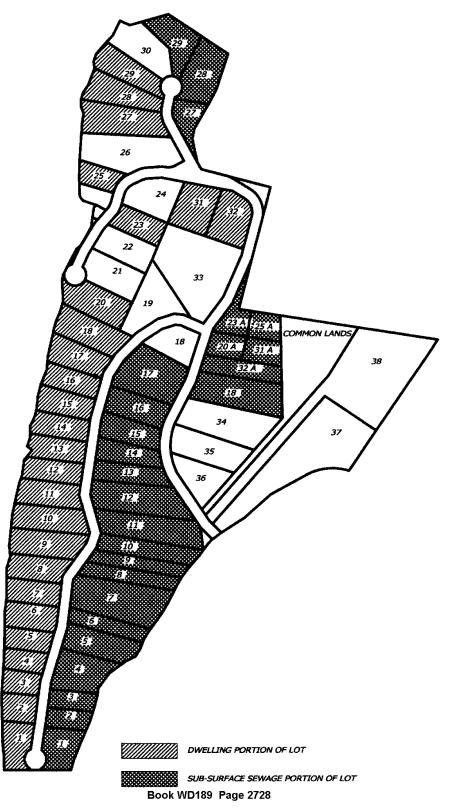
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"EXHIBIT A"





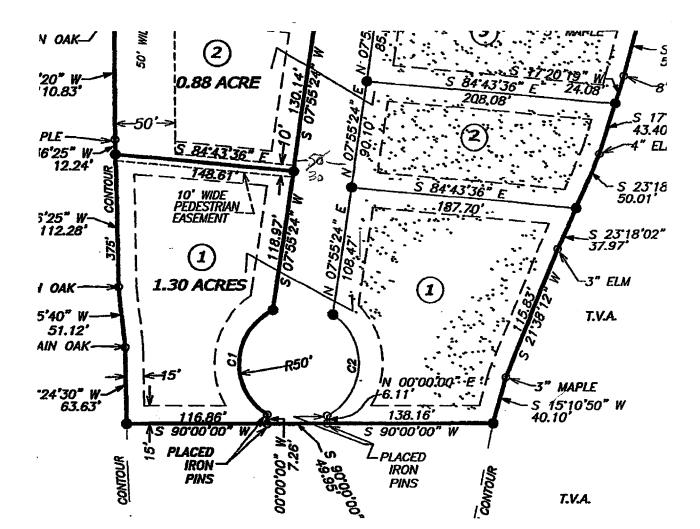


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## Detail from Subdivision Plat



(Enlarged plot of Lot 1)

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## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on August 18, 2021

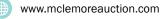
BETWEEN:

Michael and Judith Servidio 765 Acorn Drive Clarksville, Tennessee 37043 (the "Seller")

AND

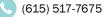
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(the "Purchaser").
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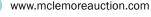
- 1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
  - 1. HIGH BID PRICE: \$
  - 2. 10% BUYER'S PREMIUM: \$0.00
  - 3. PURCHASE PRICE: \$0.00
  - 4. The Purchase Price shall be paid as follows:
    - Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Porch, Peeler, Williams & Thomason, 102 S Court Sq, 37185-2113 Waverly, TN, United States, work:(931) 296-7741,other:(931) 296-9206,mobile:(615) 969-1559,work:731-593-3404, work:robert.thomason@porchpeeler.com, Robert I. Thomason Jr., Contact, (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$0.00. The Deposit shall be nonrefundable except as provided in Section 9 of this Agreement.
    - 2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.
    - 3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.





- 2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local time, on September 18, 2021. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.
- 3. POSSESSION: The Purchaser will receive possession at closing.
- 4. CLOSING COSTS:
  - 1. The Seller shall pay the following closing costs:
    - 1. Costs to search the title and prepare the title commitment;
    - 2. Costs to prepare the deed;
    - 3. 50% of the closing agent's cost to close the sale; and
    - 4. Any legal counsel retained by Owner in connection with the conveyance of the Property.
  - 2. The Purchaser shall pay the following costs:
    - 1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
    - 2. Any special endorsements to the title policy;
    - Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
    - 4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
    - 5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
    - 6. 50% of the closing agent's cost to close the sale; and
    - 7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.
- 5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year.
- 6. SURVEY: The Seller will obtain and provide a new boundary survey if there is no existing legal description for the Property and/or the conveyance of the Property will involve the creation of new tract boundaries. Any need for a new survey shall be determined solely by the Seller. If a survey is provided, the type of survey performed shall be at Seller's option and







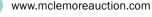


sufficient for the issuance of an owner's title insurance policy. If adjacent tracts are purchased by the Purchaser, any survey provided shall be for the perimeter only. For each separately-purchased tract or tract combination, the Seller and Purchaser shall each pay 50% of the survey costs attributable to such tract or tract combination. If a new survey is provided and the difference between the advertised acres and the gross acres shown in the survey is more than 5% of the advertised acres, the purchase price shall be adjusted proportionately to reflect the gross acres shown in the survey.

- 7. TITLE: Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to:
  - 1. all standard exclusions and printed exceptions set forth in the Title Commitment,
  - 2. liens for taxes not yet due and payable,
  - 3. easements for public utilities affecting the Property
  - all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property,
  - 5. rights and claims of parties in possession and
  - 6. all permitted title exceptions referenced in the Title Commitment.
  - 7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
- 8. CONDITION OF THE PROPERTY: The purchaser shall accept the Property in an "as-is" condition as of the Closing Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The Purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser's responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.



- BREACH OF CONTRACT BY SELLER: If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.
- 10. BREACH OF CONTRACT BY PURCHASER: If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
- 11. AUCTIONEER'S AGENCY DISCLOSURE: The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.
- 12. OTHER:
  - 1. Time: Time is of the essence hereof.
  - 2. Counterparts: This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written. 3. Electronic Execution: This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
  - 3. Notices: All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
  - 4. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
  - 5. Choice of Law: This Agreement shall be interpreted according to the laws of the state in which the Property is located.
  - 6. Enforcement Costs: In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.







- 7. Entire Agreement: This Agreement constitutes the entire agreement between the Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.
- 8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the Purchaser.
  - 1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the "Deed Grantee") by notifying the Title Company a minimum of 3 business days before the Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:
    - 1. if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser's rights to acquire the Property to the Deed Grantee; and
    - 2. the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SELLER:

Michael Servidio

Judith Servidio

PURCHASER:

TBD

#### **Exhibit A: Description of Property**

Humphreys County Tax/Parcel ID: 012J C 001.00 1.30± Acre Building Lot in Sunset Shores Subdivision on Kentucky Lake near Waverly, TN



## **Preliminary Architectural Plans**



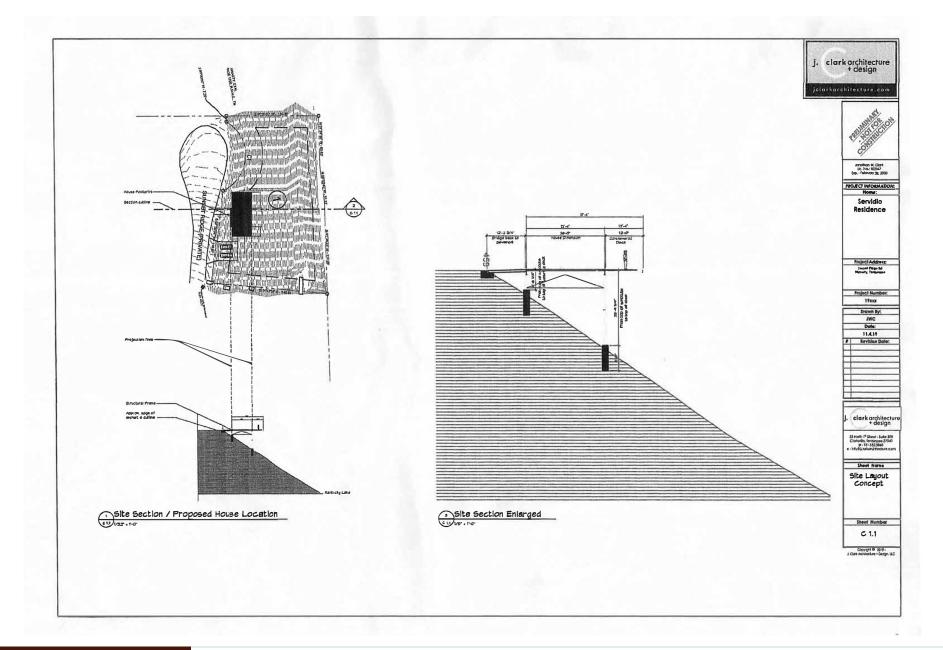


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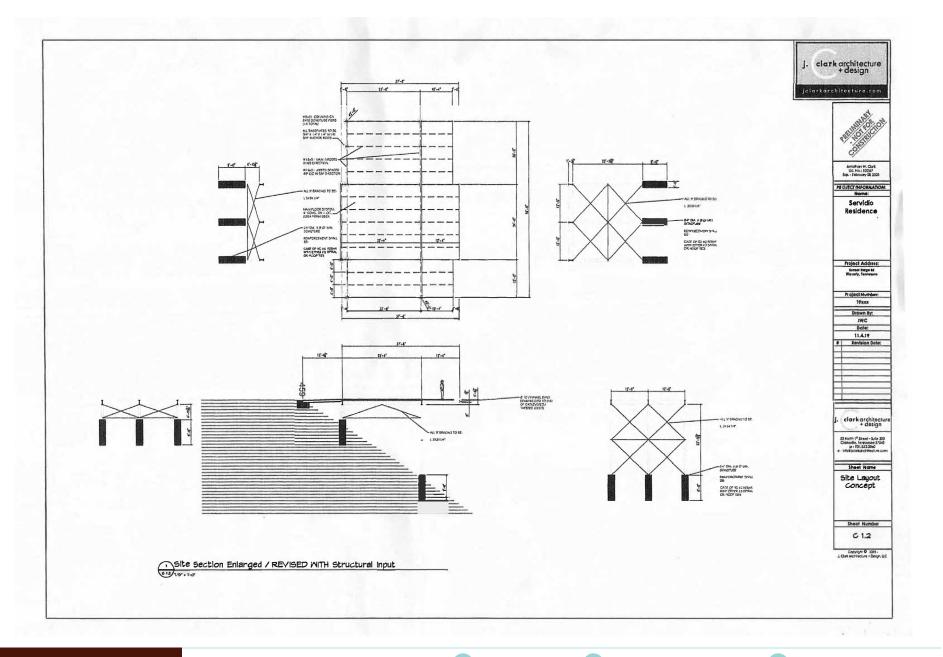
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Last Revised and Published on 19/08/21 at 9:58 AM

**MCLEMORE** 

UCTION COMPANY

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#### SUNSET SHORES PROPERTY OWNERS ASSOCIATION, INC.

#### **BYLAWS**

The Corporation is herein referred to as the "Association".

#### **ARTICLE I**

#### **MEMBERS' MEETINGS/VOTING**

Section 1. Procedure. 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. Voting shall be as provided in these Bylaws. Meetings of the Association shall be conducted in accordance with Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with any Articles of Incorporation, these Bylaws, the Declaration or the laws of the State of Tennessee.

Section 2. Meetings. The first meeting of members of the Association shall be held no later than October 15, 2006. The date, time and place of the first meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each member. Thereafter, annual meetings of members of the Association shall be held in each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings, there shall be elected by the ballot of the members a Board of Directors in accordance with the requirements of Article III of these Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. Special meetings of the members of the Association shall be held as directed by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each member.

Section 4. Notice. It shall be the duty of the Secretary (or other Association officer designated by the President in the Secretary's absence) to serve a notice of each annual, special or other meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to each member or representative of each member at the address given by the member to the Secretary of the Association shall be deemed notice served. 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, shall be deemed due notice.

Section 5. Adjournment. If any meeting of members cannot be held because a quorum (defined as more than 50% of the Lot Owners) is not in attendance, the members who are present may adjourn the meeting for not more than thirty (30) days.

Section 6. Attendance Via Conference Telephone or Similar Communications Equipment. A member may attend and participate in a meeting of members via a conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Such participation by a member in a meeting shall constitute presence in person at the meeting.

Section 7. Voting. Each member (specifically in this instance not to include any lessee) shall be eligible to cast one vote for each Lot in the Plat of Sunset Shores owned.

#### **ARTICLE II**

#### **BOARD OF DIRECTORS**

Section 1. Number. The affairs of the Association shall be governed by a Board of not less than three (3) or more than five (5) Directors, all of whom, except for the directors appointed by the Developer, must be members of (or directors or officers or partners of members of) the Association. Notwithstanding the foregoing, the first Board of Directors designated by the Developer may consist of any persons including non-members. Directors shall serve without compensation.

Section 2. Terms, Vacancies and Removal. Directors shall be elected at the annual meeting of the members of the Association. The terms for which all Directors serve will expire concurrently. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by vote of the members of the Association shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his predecessor.

At any regular or special meeting of the members of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the members and a successor may then and there by elected by the members to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 3. Powers. The Board of Directors shall have the powers and duties which are usually vested in the Board of Directors of a corporation.



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Section 4. Initial Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after its election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

**Section 6. Special Meetings.** Special meetings of the Board of Directors may be called by the President on not less than seven (7) days' notice to each Director, given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of three Directors.

Section 7. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof unless his appearance is for the purpose of protesting the holding of such meeting. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there be less than a quorum present, the Directors present at a meeting may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum, but no proxies shall be permitted.

Section 9. Bonding. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

#### **ARTICLE III**

#### **OFFICERS**

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Section 1. Designation. The officers of the Association shall be a President, Secretary and Treasurer, who shall all be members of the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Lot Owners at the annual meeting of members of the Association.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called in whole or in part for such purpose.

**Section 4. President**. The President shall be the chief executive officer of the Association. He shall preside at meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct and he shall, in general, perform all duties incident to the office of the Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, specifying the operating expenses clearly, in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. He shall ensure that expenditures for the maintenance and repair of Common Lands and any other expenses incurred by or in behalf of the Association are properly recorded. The Treasurer shall prepare and distribute to each member at least once per year the Association financial statement. This subsection is not subject to amendment.

Section 7. Other Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

**ARTICLE IV** 

SEAL

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III MCLEMORE



**Section 1. Description.** If so determined by the Board of Directors, the Association shall have a seal which shall have inscribed thereon the name of the Corporation, and the words ("Corporate Seal" and "Tennessee").

#### **ARTICLE V**

#### FINANCE

**Section 1. Handling.** The finances of the Association shall be handled in accordance with the Bylaws.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Depository. The funds of the Association shall be deposited in such bank(s) as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

#### **ARTICLE VI**

#### INDEMNIFICATION

Section 1. A volunteer director of the corporation shall not be personally liable to the Association or its members for monetary damages for a breach of fiduciary duty as a Director, except for liability:

- (a) For a breach of the director's duty of loyalty to the corporation or its members;
- (b) For acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) For any violation of Tennessee law;
- (d) For any transaction from which the director derived an improper personal benefit; and
- (e) For an act or omission that is grossly negligent.

Section 2. The Association assumes all liability for all acts or omissions of a nondirector volunteer occurring after the date at which the Declaration is recorded in the Office of the Humphreys County (Tennessee) Register of Deeds, provided that all of the following conditions are met:

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(a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;



- (b) The volunteer was acting in good faith;
- (c) The volunteer's conduct did not amount to gross negligence nor willful and wanton misconduct;
- (d) The volunteer's conduct was not an intentional tort.

#### **ARTICLE VII**

#### AMENDMENTS

Section 1. Method. These Bylaws may be amended by the Association, at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority of the members present in person or by proxy.

Section 2. Proposed. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

**Section 3. Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article I of these Bylaws.

Section 4. Amendments Prior to Initial Meeting. Prior to the first meeting of members, these Bylaws may be amended only by the Board of Directors of the Association upon the motion of a Director, so long as such amendments shall not increase or decrease the benefits or obligations, or materially affect the rights, of any member of the Association.

Section 5. Effective Date. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 or 4 of this Article VII.

Section 6. Distribution. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption, but failure to make such distribution shall not affect the validity of any amendment otherwise duly adopted.

#### ARTICLE VIII

#### COMPLIANCE

In the case whereby any of these Bylaws conflict with the provisions of applicable law, the Declaration or the Articles of Incorporation, the provisions of applicable law, the Declaration and the Articles of Incorporation shall be controlling in that order.

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Section 1. Designation. The officers of the Association shall be a President, Secretary and Treasurer, who shall all be members of the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Lot Owners at the annual meeting of members of the Association.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called in whole or in part for such purpose.

**Section 4. President**. The President shall be the chief executive officer of the Association. He shall preside at meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct and he shall, in general, perform all duties incident to the office of the Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, specifying the operating expenses clearly, in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. He shall ensure that expenditures for the maintenance and repair of Common Lands and any other expenses incurred by or in behalf of the Association are properly recorded. The Treasurer shall prepare and distribute to each member at least once per year the Association financial statement. This subsection is not subject to amendment.

Section 7. Other Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

**ARTICLE IV** 

SEAL



MCLEMORE

# **Tax Information**



# Powered by CRS Data

LOCATION	
Property Address	Sunset Rdg TN
Subdivision	Sunset Shores Sub
County	Humphreys County, TN
PROPERTY SUMMAR	Υ
Property Type	Residential
Land Use	
Improvement Type	
Square Feet	
GENERAL PARCEL IN	NFORMATION
Parcel ID/Tax ID	012J C 001.00 000
Special Int	000
Alternate Parcel ID	
Land Map	012J
District/Ward	01
2010 Census Trct/Blk	1302/1
Assessor Roll Year	2020

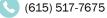
Monday, July 12, 2021

CURRENT OWNER				
Name	Servidio Michael F Etux Judith A			
Mailing Address	1101 Main St Unit 22 Loudon, TN 37774-1602			
SCHOOL INFORMATION				
These are the closest schools to the property				
Waverly Elementary School	12.2 mi			
Elementary: Pre K to 3	Distance			
Waverly Jr High School	12.1 mi			
Primary Middle: 4 to 8	Distance			
Waverly Central High School	9.8 mi			
High: 9 to 12	Distance			

Date	Amount	Buyer/Owners Servidio Michael F Etux Judith A		Seller Instru Servidio Michael F Etux Judith A		Instrument	No. Parcels	Book/Page Or Document#
4/25/2016							41	202/1112
6/7/2006	\$79,900	Servidio Michael F Etux Judith A				Warranty Deed		190/131
TAX ASSE	SSMENT							
Appraisal		Amount	Assessn	nent	Amount	Ju	risdiction	Rate
Appraisal Ye	ar	2020	Assessn	nent Year	2020			
Appraised L	and	\$64,900	Assesse	d Land		Н	umphreys	2.18
Appraised I	nprovements	\$2,000	Assesse	d Improveme	nts			
Total Tax Ap	praisal	\$66,900	Total As	sessment	\$16,725			
			Exempt	Amount				
			Exempt	Reason				

Bing

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### **Tax Information**



#### Property Report for SUNSET RDG, cont.

TAXES						
Tax Year	Cit	y Taxes	County	/ Taxes	Total Taxes	
2020			\$364.61		\$364.61	
2019			\$335.41		\$335.41	
2018			\$335.41		\$335.41	
2017			\$335.41		\$335.41	
2016			\$352.00	)	\$352.00	
2015			\$352.00		\$352.00	
2014			\$352.00		\$352.00	
2013			\$352.00		\$352.00	
MORTGAGE	HISTORY					
No mortgages w	vere found for this	parcel.				
PROPERTY	CHARACTER	ISTICS: BUIL	DING			
No Buildings we	re found for this p	oarcel.				
PROPERTY	CHARACTER	ISTICS: EXTF	RA FEATURES			
Feature		Size or De	escription	Year Built	Condition	1
Common Area					SALVAGE	
PROPERTY	CHARACTER	ISTICS: LOT				
Land Use				Lot Dimensions		
Block/Lot		/1		Lot Square Feet	56,628	
Latitude/Longi	tude	36.206684	4°/-87.930082°	Acreage	1.3	
PROPERTY	CHARACTER	ISTICS: UTIL	ITIES/ABEA			
Gas Source	01.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.			Road Type	Private/Non	e
Electric Source		Public		Topography	Rolling	
Water Source		Private		District Trend	Stable	
Sewer Source Private			Special School District 1			
Zoning Code			Special School District 2			
Owner Type				-		
LEGAL DESC	BIPTION					
Subdivision		Sunset Sh	ores Sub	Plat Book/Page	B/339	
Block/Lot		/1		District/Ward	01	
Description						
FEMA FLOO						
						FIRM Panel Ef
Zone Code	Flood Risk	BFE	Description		FIRM Panel ID	Date
Х	Minimal		Area of minimal flood above the 500-year flo	I hazard, usually depicted on FIRMs as bod level.	47085C0025D	09/25/2009
AE	High	375 Ft	Areas subject to inundation by the 1-percent-annual-chance 47085C0025D 09/25/2009 flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.			09/25/2009

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(615) 517-7675

# Deed



### BK/PG:WD190/131-133

06002070

WD 3 PG BA:	7280
06/14/2006	09:22 AM
VALUE	79900.00
MTG TAX	0.00
TEN TAX	295.63
REC FEE	15.00
DP FEE	2.00
REG FEE	1.00
TOTAL	313.63

THIS INSTRUMENT PREPARED BY: RAMSEY, THORNTON & BARRETT, PLC ATTORNEYS AT LAW MIDTOWN CENTER, SUITE D 320 EAST COLLEGE STREET DICKSON, TENNESSEE 37055 CHIC 5762

STATE OF TERMESSEE, HUMPHREYS COUNTY JANET H. CROWELL REGISTER OF DEEDS

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of SEVENTY NINE THOUSAND NINE

HUNDRED AND 00/100 (\$79,900.00) DOLLARS, cash in hand paid by MICHAEL F. SERVIDIO and

wife, JUDITH A. SERVIDIO, receipt of which is hereby acknowledged, it, MCKEOUGH LAND

COMPANY, INC., has bargained and sold, and by these presents does transfer and convey unto the said

MICHAEL F. SERVIDIO and wife, JUDITH A. SERVIDIO, their heirs and assigns, a certain tract or

parcel of land as follows:

Lying and being in the First Civil District of Humphreys County, Tennessee, and being Lot 27 of Sunset Shores Subdivision, as shown on a plat of record in Plat Cabinet B, Slide 339, in the Register's Office of Humphreys County, Tennessee, to which is reference is hereby made for a more complete description.

Also conveyed herewith is a 50 foot ingress/egress easement known as Forrest Crossing, a private road, of record in Warranty Deed Book 189, Page 643, in the Register's Office of Humphreys County, Tennessee.

Also conveyed herewith are common lands for recreation road access, and/or related activities as referenced on Plat Cabinet B, Slide 339 and in Warranty Deed Book 189, Page 2677 and Warranty Deed Book 189, Page 2710, in the Register's Office of Humphreys County, Tennessee.

Being part of the same property conveyed to McKeough Land Company, Inc. by deed from Jane E. Winter and husband, Gary Mike Winter, dated November 11, 2005, of record in Warranty Deed Book 189, Page 637 in the Register's Office of Humphreys County, Tennessee.

Restrictions and reservations of record in Warranty Deed Book 184, Page 588, in the Register's Office of Humphreys County, Tennessee.

Access to subject property is limited to a 50 foot wide ingress/egress easement (which is the portion of private road known as Forrest Crossing lying between Bull Hollow Road and Sunset Shores Subdivision) as set forth in Warranty Deed Book 189, Page 643, and all private roads conveyed and shown on Plat Cabinet B, Slide 339, in the Register's Office of Humphreys County, Tennessee.

This property is subject to Declaration of Easements, Covenants, Conditions & Restrictions for the plat of Sunset Shores in Warranty Deed Book 189, Page 2677 & corrected in Warranty Deed Book 189, Page 2710, in the Register's Office of Humphreys

County, Tennessee.

This property is subject to reservation of 50 foot easement retained in Warranty Deed Book 189, Page 637, in the Register's Office of Humphreys County, Tennessee.

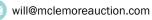
This property is subject to an Easement in favor of Tennessee Valley Authority, and of record in Deed Book 72, Page 535, in the Register's Office of Humphreys County, Tennessee.

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This property is subject to rights of others to use of a 50 foot private road known as Forrest Crossing and 50 foot private roads shown on Plat Cabinet B, Slide 339 (Warranty Deed Book 173, Page 1263), in the Register's Office of Humphreys County, Tennessee.

This property is subject to easement for ingress/egress over and across private roads known as Sunset Ridge, also known as Roderick Court, and Forrest Crossing granted in Warranty Deed Book 188, Page 1705, in the Register's Office of Humphreys County, Tennessee.

This property is subject to all matters shown on plats of record in Plat Cabinet B, Slide 78; Plat Cabinet B, Slides 115-116; Plat Cabinet B, Slide 315; and Plat Cabinet B, Slide 339, in the Register's Office of Humphreys County, Tennessee.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said MICHAEL F. SERVIDIO and wife, JUDITH A. SERVIDIO, their heirs and assigns, forever. And it does covenant with the said MICHAEL F. SERVIDIO and wife, JUDITH A. SERVIDIO, that it is lawfully seized and possessed of the said land in Fee Simple; has a good right to convey it, and the same is unincumbered except for 2006 Humphreys County property taxes which have been prorated and will be paid by Grantees. And it does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to the said MICHAEL F. SERVIDIO and wife, JUDITH A. SERVIDIO, their heirs and assigns, against the lawful

claims of all persons whomsoever.

WITNESS OUR HANDS, on this **7**<sup>th</sup> day of June, 2006.

MCKEOUGH LAND COMPANY, INC.

SCOTT C. HARESTAD, Sales Manager

STATE OF TN COUNTY OF Karet

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appears SCOTT C. HARESTAD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to me), and who upon oath, acknowledged himself to be the Sales Manager of MCKEOUGH LAND COMPANY, INC., the within named bargainor, a Tennessee Corporation, and that as such executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by the said Scott C. Harestad as Sales Manager.



WITNESS MY HAND and official seal at office in said County this Zeday of June. 2006.

NOTARY PUBLIC

My commission expires June 28, 2006 My Commission Expires:

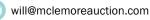
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Deed



### **AFFIDAVIT**

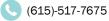
I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is \$79,900.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

	Ciosy g. W	illians
Sworn to and subs	cribed to before me this $\frac{342}{117}$ day of June, 2006.	STATE
My Commission Expires:	4-20-2010 NOTARY PUBLIC	OF TENNESSEE NOTARY PUBLIC
Tax Map P/0 12	****	OF HICK
Parcel No. 15.00		My Comm. Expires 4-20-2010
	ADDRESS OF NEW OWNERS AND SEND TAX BILLS TO: Mr. and Mrs. Michael Servidio	

9406 Edenton Way Tampa, FL 33626

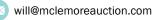
#### 3

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