

THIS INSTRUMENT PREPARED BY:
ORTALE KELLEY LAW FIRM (GCW)
330 Commerce Street, Suite 110
Nashville, Tennessee 37201

Karen Johnson Davidson County
Batch# 950944 REST
12/13/2022 02:08:30 PM 33 pgs
Fees: \$167.00 Taxes: \$0.00
20221213-0129331

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MEADOWS OF SEVEN POINTS**

THIS Amended and Restated Declaration of Covenants, Conditions and Restrictions for Meadows of Seven Points (“Declaration”), is made and entered into by Meadows of Seven Points Homeowners’ Association, Inc. (“Meadows of Seven Points” or “Association”), with the approval of the Lot Owners (“Lot Owner(s)” or “Member(s)”).

W I T N E S S E T H:

WHEREAS, the developer, Seven Points, LLC, created a residential development known as Meadows of Seven Points with common area or open spaces for the mutual benefit of the residents of such development; and,

WHEREAS, by deed of record in Instrument No. 20090107-0001612, Register’s Office for Davidson County, Tennessee, Meadows of Seven Points Homeowners’ Association, Inc. is the record owner and holder of the legal title in and to certain property situated in Davidson County, Tennessee. The land subject to the following covenants, conditions and restrictions is more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the “Property”); and,

WHEREAS, the Association desires that the Property be held, sold and conveyed subject to certain covenants, conditions and restrictions for the purpose of protecting the value and desirability of the Property; and,

WHEREAS, the Association desires to void, vacate and override the Declaration of Covenants Conditions and Restrictions for Meadows of Seven Points (the “Original Declaration”) which is currently of record in Book 11670, Page 822 et seq., Register’s Office for Davidson County, Tennessee. The Association further desires to void, vacate and override the By-Laws of Meadows of Seven Points Homeowners’ Association, Inc. (the “Original By-Laws”), of record in Book 11670, Page 837 et seq., said Register’s Office, and replace the Original Declaration and Original By-Laws with this Declaration and the By-Laws attached hereto as Exhibit “B”; and,

NOW, THEREFORE, the Association hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are established for the purpose of protecting the value and desirability of, and which shall run with the title to the Property and shall be binding on all parties having any right, title or interest in the described properties or any part therein, their heirs, successors and assigns, and shall inure to the

benefit of each owner thereof and further declares as follows:

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Meadows of Seven Points Homeowners' Association, Inc., a Tennessee not-for-profit corporation.

Section 2. "By-Laws" shall mean the By-Laws of Meadows of Seven Points Homeowners' Association, attached hereto as Exhibit "B," and made a part hereof. All provisions contained in the body of this Declaration dealing with the administration and maintenance of the properties shall, be deemed to be part of the By-Laws.

Section 3. "Builder" shall mean any party other than a Lot Owner who has purchased a Lot to construct improvements thereon or who has been hired by any Lot Owner to construct improvements upon a Lot owned by such Lot Owner.

Section 4. "Common Area" shall mean all real property (including the improvements and amenities thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association shall include all areas shown and designated on the deed of record in in Instrument No. 20090107-0001612, Register's Office for Davidson County, Tennessee. Each Owner shall have an easement in common with the Owners of all other Lots to use all of the Common Elements located in and serving his or other Lots. No Common Area or Open Space shall be sold without the consent of one hundred percent (100%) of the Members.

Section 5. "House or Home" shall mean any improvement constructed upon any Lot as defined herein, for the purpose of providing residential housing to Lot Owners or other occupants thereof.

Section 6. "Lot" (or "lot") shall mean and refer to any plot of land shown upon any recorded subdivision map and/or Plat of the properties, with the exception of the Common Area, Open Space, detention area and streets, roads and right of ways.

Section 7. "Member" shall mean every Owner as defined herein, who shall also be a Member of the Meadows at Seven Points Homeowners' Association, whether it shall be so expressly stated within such Owner's Deed.

Section 8. "Owner" (also referred to herein as "Lot Owner" or "owner") shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors, the Architectural Review Committee, and the Architectural Guidelines.

ARTICLE II PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and/or any violation of this Declaration, the By-Laws or Association Rules and Regulations remains unresolved. Any such suspension of rights shall only be so suspended after written notice having been mailed to the Owner at the record address last provided by the Owner to the Association, notifying the Owner of such unpaid assessment(s) or other violation, and such Owner failing or refusing to comply with such written notice;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Security. Each Owner and occupant of a House, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association nor the Board, any officer, committee, the property manager, or any agent of the Association shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the

Properties, cannot be compromised or circumvented, nor that any such system or security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Home that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Home and the contents of Home, resulting from acts of third parties.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have only one class of voting membership:

Class "A." Class "A" Members shall be all Owners, and who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast or accepted with respect to any Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed to any Lot (whether it shall be so expressed in such deed), is deemed to covenant, and agree to pay to the Association: 1) annual assessments or charges; and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to its successors in title unless expressly assumed by them. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties, for the improvements, insurance and maintenance of amenities and the Common Areas, and to maintain an adequate reserve fund to provide for necessary repair and/or replacement of improvements to

the Common Area. This Declaration shall be covenants running with the land and as such, is and shall be binding upon the Members of Meadows of Seven Points Homeowners' Association.

Section 3. Maximum Annual Assessment.

(a) From and after the year immediately following the recording of this Declaration, the maximum annual assessment may be increased each year not more than Fifteen (15%) percent above the maximum assessment for the previous year without a vote of the Members.

(b) A vote of two-thirds (2/3) of the Members who are eligible to vote and cast such vote in person or by proxy, shall be required to increase any maximum annual assessment by more than Fifteen (15%) percent above the previous year's maximum annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total allocated and eligible votes in the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members (and eligible mortgage holders, if applicable) not less than thirty (30) days or more than sixty (60) days in advance of the meeting. The required quorum for any action authorized under Section 3 and 4 above, shall be the same as the quorum requirements for all meetings of the Members, recited in Article III, Section 4 of the By-Laws attached hereto as Exhibit "B".

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and will be collected on a yearly basis in advance, (or at any other reasonable basis as may from time to time be established by the Board).

Section 7. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to each Lot on the day of the month of the conveyance to the Lot Owner(s). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon

demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(a) Working Capital Fee. In order to ensure that the Association will have funds to meet initial or unforeseen expenditures; purchase additional equipment and/or secure services, the Board shall set and assess a working capital fee at the time of the closing of the sale of a Lot to the new Lot Owners or at the time of transfer of title to the Lot. The working capital fee shall not be considered as advance payment of regular assessments and shall be maintained by the Association in a segregated fund.

(b) Mortgage and Deed of Trust Protection. The lien for assessments payable by a Lot Owner shall be subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such Lot Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. This subparagraph shall not be amended, changed, modified, or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article IV, Section 1 herein, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

Section 8. Effect of Delinquent and/or Nonpayment of Assessments: Remedies of the Association. Any assessment paid after the due date shall be subject to and include a "late charge" of fifteen percent (15%) of each assessment, to cover the extra expense involved in handling delinquent payments. In addition to the late charge hereinabove recited, any assessment not paid within thirty (30) calendar days after the due date shall bear interest at ten (10%) percent per annum (or the highest allowed under applicable law) until paid in full. Any and all delinquent assessments shall constitute a continuing lien against the Lot and improvements thereon. The Association may bring an action at law or equity against the Owner(s) personally obligated to pay the assessments and/or foreclose the lien against the property. Should enforcement be necessary, the Owner(s) shall be obligated to pay costs and attorney's fees associated therewith. Assessments are independent covenants within this Declaration. No Owner(s) may waive or otherwise escape liability for the assessments, late fees and fines provided for herein or by any duly adopted Rules and Regulations of the Association provided for herein by non-use of the Common Area, abandonment of the lot or any other reason.

The obligation to pay Assessments is a separate and independent covenant on the part of

each Owner, and each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Improvements. No building, fence, wall or other structure(s) or improvement of any kind shall be commenced, erected or maintained upon any Lot or House, nor shall any exterior addition or improvements to or change or alteration (including painting or re-painting) therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (hereinafter referred to as "ARC") if established or appointed by the Board. All matters submitted to the Board of Directors or the ARC shall be decided and announced in writing within thirty (30) business days after submission by the Owners unless additional time, at the discretion of the Board or ARC, is needed to obtain additional documentation. In such case, written approval or denial shall be provided to the Owner or Builder within thirty (30) business days after receipt of such additional documentation by the ARC from the Owner or Builder. If the Board or ARC reply to the Owner or Builder within thirty (30) business days requesting additional information regarding the improvement, the thirty (30) business days shall be calculated from the date upon which the Owner or Builder provides the Board or ARC with such additional requested information regarding the improvement. Failure of the Board or ARC to approve or deny submissions in writing within thirty (30) business days or any extensions thereof as previously described, shall be deemed an approval of such submissions unless the thirtieth (30th) business day shall fall on a weekend or national holiday. In such case, written approval or denial shall be given by the Board or ARC to the Owner or Builder on the next regular business day. The Board or ARC shall be the sole arbiter of all improvements made to any Lot or House and may withhold approval for any reason, including those of a purely aesthetic nature.

Section 2. Architectural Review Committee Membership. The Board may serve as the ARC. If the Board appoints Members other than the Board to serve on the ARC, the ARC shall be composed of no less than three (3) committee members appointed by the Board. Board appointed

ARC members shall serve for three (3) years. The ARC shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use thereof inharmonious with the structures located upon other Lots within the Meadows of Seven Points subdivision.

Section 3. Handicap Accessibility. Notwithstanding any other provisions herein, an Owner of any Lot may, at his expense, have such reasonable modifications made to the interior and exterior of his Living Unit and Lot and the Common Areas as may be necessary to afford physically handicapped persons full enjoyment of his premises. Any modifications to be undertaken to the exterior of a Living Unit and Lot or the Common Areas shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract, the terms, conditions and specifications of which, shall be approved by the Board. The approved contractor shall provide an adequate performance bond for the benefit of the Association. Notwithstanding the other provisions herein, including those requiring approval of the Members of the Association, the Board is authorized to make reasonable accommodations to ally rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Living Unit and Lot, including the Common Areas.

ARTICLE VI INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire or other hazards and casualties for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable with the Association as the owner and beneficiary of such insurance. The Association shall also maintain adequate liability insurance and fidelity bond coverage for any party maintain the funds for the Association. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the common assessments made by the Association. The deductible shall be paid by the party who would be liable for the loss of repair in the absence of insurance and in the event of multiple parties shall be allocated in relating to the amount each party's loss bears to the total.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from

the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Lot Owners, with the approval of two-thirds (2/3) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property in the event of damage or destruction.

Section 4. Condemnation. In the event of a taking of part of the Common Areas in condemnation or by eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in their sole and absolute discretion, approves the repair and restoration of such Common Areas, the Board shall arrange for the repair and restoration of such Common Areas and the Board shall disburse the proceeds of such awards to the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Board does not approve the repair and commencement of restoration of such Common Areas within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on an equal basis to each record Lot Owner (and any mortgagee having a security interest in said lot).

ARTICLE VII

USE AND CONSTRUCTION RESTRICTIONS

In addition to the Architectural Standards and Controls recited in Article V, above, the following restrictions shall encumber the Property:

Section 1. Single Family Residential Construction. No construction, of any type, nature, or duration upon any Lot may commence without the prior written approval of the Architectural Review Committee. The Association and/or the Architectural Review Committee shall maintain a list of approved building materials.

Section 2. Improvement, Setback and Use Restrictions.

(a) Boundary and Retaining Walls. No walls, other than retaining walls, may be constructed along the street on the front of any Lot unless approved by the Association. No retaining wall shall extend to a height greater than five (5) feet above the earth being retained and no boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than eight (8) feet from ground level except with the consent of the adjoining Lot Owners and the Association. All boundary and retaining walls must be of brick, concrete slab, stone, stucco, wrought iron, or other material as approved by the Association.

- (b) Driveways. All driveways and turnaround areas shall be paved with aggregate material only. Crushed brown or brown pea gravel may be used, but crushed limestone as the cover aggregate is expressly prohibited either with or without asphalt. All driveways shall be sealed as needed with a sealer designed for the type of material currently in place. Sealers shall be high-gloss wet look clear or brown tinted product which is non-yellowing and UV resistant. Sidewalks within street rights-of-way shall be concrete.
- (c) Pools: Swimming pools must be built in accordance with ordinances of the Metro Nashville and Davidson County Building Codes and shall require approval by the ARC in accordance with Article V herein. There shall be no above-ground swimming pools.
- (d) Garbage, Debris and Trash Cans: Owners and their tenant/occupants shall, at all times (with the exception of trash pick-up days), store trash cans and recycle bins in such a manner as not capable of being seen from the street or any Lot within Meadows of Seven Points. No garbage, trash, wood pile or other debris shall be left upon any Lot. On scheduled trash and recycling days, no garbage, debris, or trash shall be left on the street next to, adjacent to or anywhere other than inside a trash can or recycle bin.
- (e) Material Storage: No lumber, brick, stone, block, concrete, or other building materials, nor any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.
- (f) Clotheslines: Outside clothesline and clothes hanging devices shall not be permitted.
- (g) Construction: No construction shall commence without the prior approval of the Board or the Architectural Review Committee. Any person or Builder undertaking any approved construction on a Lot and the Owner of such Lot, shall be responsible for maintaining the continuing cleanliness of, and repairing any damage to, any curbing, gutter or street resulting from construction on such Lot or the transfer of equipment or materials to such Lot in support of construction. After written demand by the Association, repairs of all such damages shall be made within fifteen (15) calendar days. In the event that deficiencies remain outstanding after the fifteen (15) day notice prescribed herein, the Association shall be entitled to engage in necessary remediation efforts, the cost of which may be assessed to the offending Owner. The Association is further entitled to levy reasonable fines as set by the Board and/or seek whatever remedies available at law or in equity to ensure compliance with this Section 2(g).
- (i) Recreational Activity: The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the operation of drones, assembly, disassembly or repairs of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any Lot or in any driveway, garage, carport or other place where such activity is visible from any street. All playground equipment, toys, bicycles, and other similar items shall be placed behind privacy walls in the rear yard of the Lot so as not to

be visible from any street.

Recreational vehicles, boats, and recreational trailers shall not be parked within the boundaries of any the Lot, unless sheltered from view within the confines of the garage of the residential structure. No tractor trucks, tractor trailers, construction equipment or commercial vehicles may be parked on any street, road and/or lot, unless approved by the Board in writing. This provision shall not apply to a Builder during construction upon any Lot and shall not apply to any government owned vehicle.

(j) Parking. With the exception of government owned vehicles, no vehicle shall be parked upon any street within Meadows at Seven Points for more than twenty-four (24) consecutive hours. Vehicles moved and subsequently returned to any street shall be considered a continuation of the previous twenty-four (24) hour period. The Board may adopt a reasonable written enforcement policy for violations of this part which shall include written notice requirements to violators and may additionally include fine, towing, booting and expense reimbursement provisions.

Vehicles owned by short-term guests of Lot Owners and commercial vehicles belonging to persons providing services to Lot Owners or Builders, shall be permitted to park on streets but only during the duration of such short-term visit or completion of services to Lot Owners, and for no longer than forty-eight (48) hours or such longer time as may be permitted in writing by the Board. Vehicles moved and subsequently returned to any street shall be considered a continuation of the previous forty-eight (48) hour period.

(k) Windows and Window Dressings. Unless otherwise approved by the ARC in accordance with Article V herein, all window dressings, curtains, blinds, and other window coverings visible from any street, shall only have a neutral color side facing any such street.

(l) Mailboxes. All mailboxes shall be approved by the ARC in adherence with the community-wide standard.

Section 3. Use and Enforcement. Houses, Homes, and the property shall be used only for residential, recreational, and related purposes. Lot Owners and occupants may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. Nothing in this Declaration shall prohibit a Lot Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence; or, (d) maintaining a home office for the operation of the Lot Owner or occupant's livelihood for such businesses that do not require customer or client visits within the Meadows of Seven Points subdivision or the delivery of merchandise or inventory related to such business. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

Section 4. Rules and Regulations. The Association, acting through its Board of Directors, shall have authority to make and to enforce reasonable rules and regulations and/or use restrictions,

standards and restrictions governing the use of the property and Lots in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities, and fines and enforcement policies for violations of the Declaration and such rules and regulations. Such rules and regulations and/or use restrictions shall be binding upon all Owners, tenants, occupants, and invitees until and unless overruled, canceled, or modified in a regular or special meeting of the Association by the vote of a majority of the Members.

Section 5. Signs and Billboards, Posters and Flags. With the exception of political signs placed upon Lots pursuant to Tennessee Code Annotated §2-7-143, no sign, billboard or poster of any kind shall be displayed to the public view on any lot or portion of the Common Area, except for: 1) directional or informational signs, under the sign criteria established and approved by the Association, and 2) signs not in excess of six (6) square feet per side erected by an owner upon that owner's lot to advertise the sale or lease of that lot, under the sign criteria established and approved by the Association. The Association, after ten (10) business days' written notice to the Owner, tenant or occupant, and failure of such Owner, tenant or occupant to remove such sign, have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on the property, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. All Unit Owners and occupants shall be permitted to display the flag of the United States of America and/or an official or replica flag of any branch of the United States armed forces, upon their respective Units. The display of such flags, however, shall be subject to 4 U.S.C. §§ 5-10 and approval by the Declarant, Board or ARC in accordance with Article V of this Declaration and the published Rules and Regulations, as permitted by T.C.A. § 66-27-602(b).

Section 6. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto, that govern the conduct of Owners and that provide for sanctions against Owners, shall also apply to all occupants, tenants, guests, and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declarations, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 7. Animals and Pets. No animals, livestock, poultry of any kind shall be raised, bred, or kept on any portion of the property, except that a reasonable number of dogs, cats, or other usual and common domestic household pets may be permitted on a Lot. No pets are permitted to roam free; those that, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the property, shall be removed upon request of the Board. If, after ten

(10) calendar days' written notice to the Owner, tenant or occupant, the Owner, tenant, or occupant fails and/or refuses to honor such request, the pet may be removed by the Board and neither the Board nor its agents or vendors shall be liable for trespass or other damages to such Lot. No pets shall be kept, bred, or maintained for any commercial purpose. No wild animals shall be permitted.

Section 8. Nuisance. No portion of the property or any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly to the eye; nor shall any substance, thing, or material be kept upon any portion of the property or any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the property or any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the property or any Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the property.

Section 9. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, operation of drones, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the property or any Lot. No junk, derelict or inoperative vehicle or vehicle on which current registration plates, or other required permits are not displayed shall be kept upon any portion of the Lot unless parked within garage. No vehicle repairs, overhauling, painting other than non-commercial repairs of vehicles within enclosed structures are permitted on any Lot.

Section 10. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association and approval from the Nashville Planning Department and Nashville Metropolitan Planning Commission. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Section 11. Storm Water Drainage System. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas.

Section 12. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the property except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or

equipment.

Section 13. Fences. Written approval shall be obtained in accordance with Article V herein, and made consistent with the published Rules and Regulations and Architectural Guidelines prior to and as a prerequisite to the installation of any fence upon any Lot. Acceptable fence materials shall include wood and metal. Brick and/or stone may be submitted for consideration as part of the design. Colors of the fence must be approved, and a visual rendering of fencing and gate choices must be submitted with the request. Wood must either be stained, or painted to coordinate with existing home's exterior and connecting fences if applicable. Staining or painting must be completed within 90 days of new construction. It shall be the sole responsibility of the homeowner submitting an approval request to show positive identification of property lines. There shall be no fence constructed upon any single Lot which consists of more than one (1) type of approved material, and no chain link fences shall be installed upon any Lot. Approved fences shall only be constructed and located from the rear corners of a House and shall extend no further than one (1) foot of the rear property line of the Lot upon which it is constructed.

ARTICLE VIII LEASING

Section 1. Definitions.

- (a) "Leasing." For purposes of this Declaration, "Leasing" is defined as any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or annual occupancy of a Home by any person or persons other than the Owner, or any lease-purchase or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- (b) "Transient." "Transient" means any right to use, occupy or possess, or the use, occupancy, or possession of a house for a period of thirty (30) calendar days or less.
- (c) "Short-term rental Unit" or "STR." "Short-term rental Unit" or "STR" means a Unit or residential dwelling that is rented wholly or partially for a fee for a period of less than one hundred eighty (180) continuous days.
- (d) "Biological Unit Owner Heir" or "Biological Heir." "Biological Unit Owner Heir" or "Biological Heir" means the biological or legally adopted children or grandchildren of a Unit Owner; the parent(s), of a Unit owner; the sisters, brothers, nieces, or nephews of a Unit Owner; the step-parent and step-sister or step-brother of a Unit Owner.

Section 2. Lease Restriction and Exceptions.

- (a) Occupancy Requirement. All Owners of Homes subsequent to the date of this Amendment, shall own and use such Home as the Owner's primary place of residence for the immediate twelve (12) consecutive months after the date such Owner acquires title to such Home.

Section 3. Lease Requirements. Such leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board as may be adopted from time to time, and the following requirements:

- (a) All leases shall be in writing and a copy of the fully executed lease naming all tenants and occupants shall be filed with the Board of Directors or Community Manager prior to occupancy.
- (b) Lease terms shall be for no less than three hundred sixty-five (365) days.
- (c) There shall be no subleasing or assignment of leases.
- (d) No transient tenants shall be accommodated in any Home.
- (e) No Home shall be advertised and/or used as an STR, vacation or seasonal rental, or bed and breakfast through any service such as Vacation Rental by Owner (“VRBO®”), Airbnb®, hometogo.com, or any similar short-term leasing marketing service.
- (f) No Home shall be leased except in its entirety unless such Home is also occupied by the Owner as a primary residence.
- (g) Tenants and occupants named in all leases shall be subject to the Declaration of Covenants, Conditions and Restrictions, By-Laws and Rules and Regulations for Meadows of Seven Points Homeowners’ Association, as the same may be amended from time to time.

Section 4. Excluded Parties.

- (a) Mortgage/Deed of Trust. With the exception of Section 3 Lease Requirements above, and Sections 5, 6 and 7 below, the prohibition upon leasing imposed by this Amendment shall not apply to any leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a Home who becomes the Owner of the Home through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.
- (b) Existing Owners. Subject to Section 3 Lease Requirements above, and Sections 5, 6 and 7 below, existing Owners as of the date of this Declaration may lease their Home and are effectively “grandfathered”. The exclusion herein shall only be applicable to Owners, tenants, and occupants who, as of the date of this Declaration, currently are in compliance with the existing Declaration of Covenants, Conditions and Restrictions, By-Laws, amendments thereto and Association Rules for Meadows of Seven Points Homeowners’ Association. Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her Home shall then be subject to the provisions recited within this Declaration.

A transfer of ownership for the purposes of this part, shall expressly exclude the following transfers of ownership: transfers of title between spouses; transfers of ownership to a Trust, the beneficiary and/or trustor of which, is the homeowner; transfers of ownership by homeowner to a legal entity for tax or estate planning purposes; transfers of title by

testate or intestate succession.

All existing Owners who currently lease their Homes and those Owners who currently do not lease their homes, but who may lease at a future date, shall provide a copy of the fully executed written lease agreement which shall name all tenants and occupants, to the Association management company within thirty (30) calendar days of tenant's occupancy.

(c) Biological Unit Owner Heirs: Units which are inherited by any Biological Unit Owner Heir may be leased whether such Units are occupied by a Biological Heir. Such Units shall, however, be subject to the lease restrictions recited in Section 3 above and Sections 5, 6 and 7 below.

(d) Association: With the exception of Section 3 Lease Requirements above and Sections 5, 6 and 7 below, the provisions of this Declaration shall not apply to any leasing transaction entered into by Meadows of Seven Points Homeowners' Association who becomes the Owner of a House through foreclosure of its lien or any other means pursuant to the satisfaction of a Notice of Lien or judgment in the Association's favor.

Section 5. Tenants and Occupants Liable. Tenants, occupants, and invitees of any Owner shall be subject to and shall comply with, this Declaration, the By-Laws for the Association, and all amendments thereto, and all duly adopted Association Rules and Regulations by the Board for the Association.

Section 6. Rental Fine Policy. The Board shall have the power to adopt reasonable rules and regulations for the enforcement of any leasing restriction created herein. Such rules and regulations may include procedures for issuing notices, fines against unit owners in violation. All costs, including reasonable attorney's fees incurred in the enforcement of this part, shall be the responsibility of the Lot Owner. All fines created by such rules and regulations shall be a continuing lien against the Lot and shall further be the personal obligation of the Lot Owner.

If, after the Owner is assessed in accordance with such Board adopted rules and regulations, such Owner remains non-compliant with any provision of this Declaration, Meadows of Seven Points, by and through its duly elected Board, shall be entitled to seek all of the same remedies herein as are provided for the enforcement of unpaid and delinquent Assessments and Special Assessments as the same are defined within the Declaration and all existing and future amendments thereto.

Fines created by this Article, together with the costs and reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Home against which each such fine is levied; and such fines, together with costs and reasonable attorneys' fees for the enforcement thereof, shall be the personal obligation of the person who was the Owner of such Home at the time the fine(s) were levied.

Section 7. Tenant/Occupant Violations.

(a) Written notice shall be mailed to tenants, occupants and the Owner at the last address provided by the Owner to the Association, of all violations of the Declaration, By-Laws, Association Rules and Regulations and amendments thereto by such tenant or occupant. Such written notice shall give the Owner ten (10) business days to provide the Association with written evidence of the measures such Owner has taken to ensure such violations by their tenant or occupant does not continue. Any violation by such tenant or occupant of the same or similar nature within sixty (60) days of the original violation, shall be considered a continuation of the previous violation. The Rental Fine Policy above shall be implemented against any Owner who fails to provide such written notice to the Association as required in this part or whose tenant's or occupant's actions are considered a continuation of a previous violation.

(b) After the Board-adopted rules and regulations for the enforcement of this part has been implemented as a measure and prerequisite to compel the tenant's or occupant's compliance through the Owner, should such violations continue, the Association shall be entitled to file suit against such tenant or occupant and Owner for unlawful detainer, and the Association shall further be entitled to file Writs to seek possession of the Owner's Unit, and evict such tenant or occupant. All costs for such action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's Home, and be the personal obligation of such Owner.

(c) Lease Termination due to Violence or Threats to Health, Safety or Welfare. Should any tenant or occupant willfully or intentionally commit a violent act, or behave in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare or the life or property of other owners, tenants or occupants at Meadows of Seven Points; or creates a hazardous or unsanitary condition in their Home or within Meadows of Seven Points that affects the health, safety or welfare or the life or property of other owners, tenants or occupants; or permits such acts by any person present at Meadows of Seven Points at the invitation of such tenant or occupant, the Association shall, on behalf of the Owner, be entitled to exercise all of the remedies and shall comply with all of the requirements of Tenn. Code Ann. § 66-28-517 as the same may be amended from time to time, and the Association shall further be entitled to file suit against such tenant and/or occupant for unlawful detainer seeking eviction and shall be entitled to file Writs seeking possession of the Unit on behalf of the Owner.

All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Home against which such costs and reasonable attorney's fees were incurred; and such costs, together with reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Home at the time the fine(s) were levied.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, through the levy of reasonable fines established by the Board, or by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter. The prevailing party in any such action for the enforcement of this Declaration shall be entitled to all costs, post judgment interest at ten percent (10%) per annum or the highest allowed under applicable law, and reasonable attorney's fees incurred.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants, conditions and restrictions of the Declaration shall run and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. The said Declaration may be amended by an instrument writing, voted upon and approved by not less than sixty-five (65%) percent of the Members eligible to vote, or by an instrument in writing, setting forth such amendment, signed by the Association President with an acknowledgment signed by the Secretary affirming no less than sixty-five (65%) percent of all Owners who are eligible to vote, have signed the amendment. Any procedural challenge to an amendment must be made within six (6) months of the date of its recordation or such amendment shall be presumed to have been validly adopted.

Any amendment to the said Declaration shall be recorded at the Davidson County Register of Deeds before it shall become effective.

Section 4. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit, or describe the scope of these provisions or the intent of any provision hereof.

Section 5. Gender. The use of the masculine gender in this Declaration and in the By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 9. Savings Clause. The Declaration is amended and restated in its entirety by this Amended and Restated Declaration of Covenants, Conditions and Restrictions. To the extent the Declaration includes provisions additional to or inconsistent with this Amended and Restated Declaration, the additional provisions shall be considered to have been deleted from this Amended and Restated Declaration unless such are legally necessary to establish and continue a horizontal property regime pursuant to the Act, and any inconsistent provisions shall be modified and replaced by the provisions of this Amended and Restated Declaration.

Section 10. Retroactive Compliance/Ex Post Facto Protection. Any Owner who was compliant with the covenants, conditions and restrictions of the Declaration, By-Laws and Rules and Regulations of the Association prior to the date of recording of this Amended & Restated Declaration, but who, merely because of the covenants, conditions and restrictions recited herein, becomes non-compliant, shall not be considered in violation of any provision of this Amended & Restated Declaration, the By-Laws or Rules and Regulations which exist as of the date of recording hereof.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned, President of Meadows of Seven Points Homeowners' Association, Inc., has hereto set its hand, as its duly authorized officer, this 12th day of Dec, 2022.

MEADOWS OF SEVEN POINTS
HOMEOWNERS' ASSOCIATION, INC.

By: Judy Barwig
Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Judy Barwig, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his/her oath acknowledged himself/herself to be the President of Meadows of Seven Points Homeowners' Association, Inc., the within named bargainor, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association by himself/herself as such President.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 12th day of Dec., 2022.

My Commission Expires:

Jeri Shoulders
Notary Public

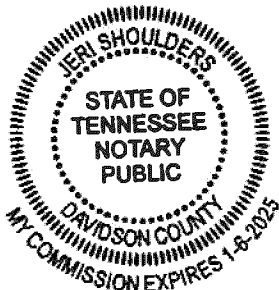


EXHIBIT "A"

INSERT PROPERTY DESCRIPTION

TRACT TWO

A TRACT of land lying in the 12th Councilmanic District of Davidson County, Tennessee, and being a portion of the property conveyed to John C. Fisher and Iris P. Fisher as evidenced by deed of record in Deed Book 10694, Page 186, Register's Office Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin set at the most northeasterly corner of Lot 1 on the plan of Disspayne Subdivision, of record in Plat Book 6200, Page 100, Register's Office Davidson County, Tennessee; Thence with the easterly line of the John C. Fisher and Iris P. Fisher Property of record in Deed Book 10694, Page 189, Register's Office Davidson County, Tennessee, North 11° 44' 53" East a distance of 325.79 feet to an existing iron pin at the most southeasterly corner of the Henry Houston Hagar Property of record in Deed Book 4970, Page 31, Register's Office Davidson County, Tennessee; Thence with Hagar's easterly line, and with the centerline of an abandoned 20' roadway, North 09° 10' 28" East a distance of 167.70 feet to an existing concrete monument; Thence leaving Hagar's easterly line and with the southerly line of the Madge Lec Hagar Self Property of record in Deed Book 4250, Page 226, Register's Office Davidson County, Tennessee, South 79° 58' 17" East a distance of 174.23 feet to an existing concrete monument, Thence with the easterly line of said Self Property, North 08° 01' 40" East a distance of 1106.49 feet to an existing concrete monument, said point being an interior corner of said Self Property; Thence with a southerly line of said Self Property, South 86° 04' 02" East a distance of 83.03 feet to an existing concrete monument; Thence with the southerly line of the James P. Thompson et. ux. Property of record in Deed Book 8267, Page 9, Register's Office Davidson County, Tennessee, South 86° 30' 29" East a distance of 330.28 feet to an existing iron pin; Thence with the southerly line of the Bill Hugh Manson Property of record in Deed Book 4673, Page 43, Register's Office Davidson County, Tennessee, South 85° 22' 34" East a distance of 261.82 feet to an existing concrete monument; Thence with the southerly line of the Cole Family Partners L.P. Property of record in Deed Book 10386, Page 550, Register's Office Davidson County, Tennessee, South 79° 00' 59" East a distance of 241.95 feet to an iron pin set; Thence with the westerly line of the Marjorie Sullivan Gilliam Property of record in Deed Book 2197, Page 319, Register's Office Davidson County, Tennessee, South 08° 47' 27" West a distance of 564.91 feet to an existing iron pin. Thence with the westerly line of Lot 2 on the plan of Massey-Odum Subdivision, of record in Plat Book 9700, Page 200, Register's Office Davidson County, Tennessee, the following two calls: South 08° 36' 09" West a distance of 250.39 feet to an existing iron pin; Thence South 08° 49' 28" West a distance of 1404.88 feet to an existing iron pin at the southwesterly corner of said lot 2; Thence with a new line, severing said Fisher Property, the following two calls; South 08° 49' 28" West a distance of 60.00 feet to an iron pin set; Thence North 80° 09' 59" West a distance of 957.19 feet to an iron pin set at the southeasterly corner of a tract of land conveyed to Rodney L. Lyonhurst and Sandy M. Breeding by instrument not of record, dated January 20, 1998; Thence with the easterly line of said Lyonhurst and Breeding Property, North 11° 18' 55" East a distance of 614.87 feet to an iron pin set at the most northeasterly corner of said Lyonhurst and Breeding Property; Thence with the northerly line of said Lyonhurst and Breeding Property, North 79° 15' 36" West a distance of 162.00 feet to the point of beginning, containing 2,159,264 square feet or 49.570 acres, more or less.

BEING the same property conveyed to John C. Fisher and Iris P. Fisher, Trustees of the John C. Fisher and Iris P. Fisher Joint Revocable Living Trust by deed from John C. Fisher and wife, Iris P. Fisher, of record in Book 10694, Page 186, Register's Office for said county.

REC'D

55 SEP 22 AM 9:40

0638221
DISTANCE

**EXHIBIT "A"
(THE PROPERTY)**

The Real Estate which shall be subject to the foregoing Declaration of Covenants, Conditions and Restrictions is the land in Davidson County which shall be developed residentially by Seven Points, LLC, a Tennessee limited liability company (referred to as "Developer" in the Declaration) and which land shall be contained within one or more phases of the Development designated as Meadows of Seven Points.

The Real Estate shown on the Plat of Meadow of Seven Points, Phase One, is recorded in Book 11700, Pages 18, 19 & 20, in the Register's Office for Davidson County, Tennessee.

Any additional phase(s), whether consisting of property now owned by the Developer, or property annexed pursuant to the provisions of Article X, will be recorded at the appropriate time prior to commencement of construction in such phases, but all future phases shall be subject to this Declaration.

The legal description of the land presently owned by the Developer which is subject to this Declaration is as follows:

TRACT ONE:

A TRACT of land lying in the 12th Councilmanic District of Davidson County, Tennessee and being the same property conveyed to John C. Fisher and Iris P. Fisher as evidenced by deed of record in Deed Book 10694, Page 189, Register's Office Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin set on the easterly margin of New Hope Road, said point being the most northwesterly corner of Lot 1 on the plan of Disspayne Subdivision, of record in Plat Book 6200, Page 100, Register's Office Davidson County, Tennessee, and the most southwesterly corner of the herein-described tract; Thence with said margin of New Hope Road, around a curve to the left through a central angle of 09° 39' 46", a radius of 741.20 feet, an arc distance of 125.00 feet, a chord bearing of North 00° 29' 15" East, a chord distance of 124.85 feet to an existing iron pin; Thence leaving said margin of New Hope Road, and with the easterly margin of Old New Hope Road, North 10° 12' 57" East a distance of 205.09 feet to an existing iron pin in the southerly line of the Henry Houston Hagar Property of record in Deed Book 4970, Page 31, Register's Office Davidson County, Tennessee; Thence with an offset in Hagar's southerly line, North 07° 37' 32" East a distance of 9.31 feet to an existing iron pin; Thence continuing with Hagar's southerly line the following two calls; South 82° 47' 04" East a distance of 461.35 feet to an existing iron pin; Thence South 82° 21' 53" East a distance of 1323.99 feet to an existing iron pin; Thence leaving the southerly line of said Hagar Property, and with the westerly line of the John C. Fisher and Iris P. Fisher Property of record in Deed Book 10694, Page 186, Register's Office Davidson County, Tennessee, South 11° 44' 53" West a distance of 325.79 feet to an iron pin set at the most northeasterly corner of the aforesaid Lot 1, Disspayne Subdivision; Thence with the northerly line of said Lot 1, the following two calls; North 85° 26' 28" West a distance of 806.50 feet to an iron pin set; Thence North 80° 45' 02" West a distance of 950.70 feet to the point of beginning, containing 622,412 square feet or 14.289 acres, more or less.

BEING the same property conveyed to John C. Fisher and Iris P. Fisher, Trustees of the John C. Fisher and Iris P. Fisher Joint Revocable Living Trust by deed from John C. Fisher and wife, Iris P. Fisher, of record in Book 10694, Page 189, Register's Office for said County.

EXHIBIT "B"
BY-LAWS
OF
MEADOWS OF SEVEN POINTS HOMEOWNERS' ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is Meadows of Seven Points Homeowners' Association, Inc., (hereinafter referred to as "Meadows of Seven Points" or "Association"). The principal address of the corporation shall be the same principal address of record with the Tennessee Secretary of State, but meetings of members and directors may be held at such places, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Meadows of Seven Points attached hereto and recorded herewith, applicable to the properties as same may be supplemented and amended by instruments recorded in the Office of Register of Deeds for Davidson County, Tennessee.

Section 2. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration; and,

Section 3. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
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 the recording of the Declaration, and each subsequent regular annual meeting of the Members shall be held within ten (10) business days of the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which, is not a legal holiday. At the discretion of the Board and subject to the same notice, quorum, proxy, voting and all other requirements within these By-Laws and Tennessee Law, annual meetings of the Association may be conducted by virtual means to include but not limited to Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic medium as long as the identity of each Member may be authenticated and the vote of each Member at such meeting can be verified as being cast by such Member.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of no less than fifty-one (51%) percent of the Members. At the discretion of the Board and subject to the same notice, quorum, proxy, voting and all other requirements within these By-Laws and Tennessee Law, annual meetings of the Association may be conducted by virtual means to include but not limited to Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic medium as long as the identity of each Member may be authenticated and the vote of each Member at such meeting can be verified as being cast by such Member.

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, at least thirty (30) calendar days before such meeting to each Member entitled to vote there at, 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. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. It shall be the responsibility of each Member to provide an accurate mailing address to the Association. Electronic mail ("email") delivery of such notice shall be an acceptable means of sending notice of any such meeting if the Board or the Association's property manager can reasonably rely upon the email address provided to it by each Owner to whom such notice is being emailed, and the email transmission is not returned to the Board or Association property manager as undeliverable.

Section 4. Quorum. Is such a number as must be present in order that business can be legally transacted. The quorum refers to the number present in person or by proxy, not to the number voting. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast forty (40%) percent of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have 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 be represented, and the quorum shall be reduced to one-half (1/2) of the required quorum in the previous meeting. This procedure may be repeated with the required quorum reduced by half at each subsequent meeting until a quorum is achieved. In no event shall the required quorum be less than ten percent (10%) of the total votes eligible to be cast. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 5. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of more than fifty percent (50%) of the percentage values of those votes entitled to be cast of Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express

provision of the Declaration, the Charter of the corporation or these Bylaws, a different vote is required, in which case such express provision shall control. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the call of order of any meeting for which such proxy will be used. Proxies may be transmitted by electronic mail ("email") to the Secretary or the Association Manager provided that any such proxy transmitted by email shall either set forth or be submitted with information from which it can be determined that the email was authorized by such Member. A copy, email or other reliable reproduction of the proxy may be used in lieu of the original proxy, provided that the copy, email or other reliable reproduction shall be a complete reproduction of the entire proxy. Every proxy shall be valid for no more than eleven (11) months from the date of the appointment unless otherwise indicated upon such proxy; all proxies shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Only Members of the Association may be appointed to serve as the proxy for another Member.

Section 7. Ballots. Any action that may be taken at any annual, regular, or special meeting of the Members may be taken without a meeting by written ballot. All ballots and ballot voting shall be conducted in accordance with requirements of Tennessee Code Annotated §48-57-108 as the same may be amended from time to time.

Section 8. Eligibility to Vote. No Owner who is delinquent in the payment of Assessments, interest or late fees as described in the Declaration, in an amount of more than one hundred (\$100.00) dollars prior to any annual or special meeting, or who is in violation of any other restriction, covenant or condition within the Declaration, By-Laws, Rules and Regulations, fine policy or any amendment thereto, which has continued for ninety (90) calendar days or longer, shall be ineligible to vote upon any business of the Association unless written proof that such violation has been resolved, or that reasonable attempts at resolution have been taken by such Owner, has been received by the Association no less than thirty (30) business days prior to any annual meeting, special meeting or continuance thereof.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who shall be Members of the Association. No person and his or her spouse may serve on the Board at the same time.

Section 2. Term of Office. At the first annual meeting following the recording of this

Amended and Restated Declaration and By-Laws, seven (7) Members of the Board of Directors shall be elected to the Board of Directors. Five Directors shall be elected for a term of one (1) year, and the remaining Directors shall be elected for a term of two (2) years. Thereafter, Directors shall each be elected to serve for a term of two (2) years. No individual Director shall serve in such capacity for more than three (3) consecutive two (2) year terms. Directors who have served for three (3) consecutive two (2) year terms shall not be eligible for re-election to serve on the Board until the expiration of one (1) year from the date of his previous term unless a successor Director cannot be elected by the Members at any annual meeting due to a lack of the required quorum to carry out Association business; the lack of any successor Board member nominations from the floor or nominating committee at such annual meeting; or otherwise. In such case, A Director's term of service shall extend until his successor is elected at the annual meeting or duly called special meeting of the members called for such purpose, and thereafter until his successor is qualified and assumes office, or until he is removed in the manner elsewhere provided.

Section 3. Qualification. Any Director who has three (3) consecutive unexcused absences from regular Board meetings (as opposed to special Board meetings called for particular purposes); who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days; or who is otherwise in violation of the Declaration or rules and regulations, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the removed Director's term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor.

No Member who is delinquent in the payment of any assessment or who is in any other way, non-compliant with any covenant, condition or restriction within the Declaration, these By-Laws, Association Rules and Regulations or other duly adopted policy, shall be eligible to run for or serve as a member of the Board of Directors until such non-compliance is resolved.

Section 4. Removal by Members. Any director may be removed from the Board, with cause, by a majority vote of the Members of the Association.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a 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 V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee (if established) or nominations may also be made from the floor at the annual meeting. If established, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association who are not related by blood or marriage to any member of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors and may be activated 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 appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among 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 is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that 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 the President of the Association, or by any three (3) directors, 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 held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Lots, common area and facilities, and the personal conduct of the members, Owners, their tenants,

occupants, and guests thereon, and to establish fines, penalties, and enforcement provisions for the infraction thereof;

- (b) Suspend the voting right and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association and/or in violation of any restriction within the Declaration or rules and regulations. Such rights may also be suspended, and reasonable financial assessments levied for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, 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; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (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 fifty-one (51%) percent of the Members who are entitled to vote;
- (b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - 1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - 2. Send written notices of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board 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 casualty and liability insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be insured;
- (g) Cause the common area and amenities to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, 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 each shall hold office for one (1) year unless he 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 giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any 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 he 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.

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

President

(a) 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, at the discretion of the Board, co-sign all checks and promissory notes.

Vice President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act; shall, at the discretion of the Board, co-sign all

checks and promissory notes; and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; 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; shall, at the discretion of the Board, co-sign all checks and promissory notes; and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; at the discretion of the Board, cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX
COMMITTEES**

The Association may, but need not be required to, appoint an Architectural Control Committee and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. No person who is related by blood or marriage to any Director or Officer may serve on the Architectural Review Committee or Nominating Committee at the same time that such Director or Officer is serving in such capacity.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws 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 XI
CORPORATE SEAL**

The Association shall not have a seal.

**ARTICLE XII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of members present in person or by proxy. Any

proposed amendment in these By-Laws shall require written notice of the proposed amendment to be delivered to members of the Association in writing at least fifteen (15) days prior to any meeting at which the subject amendment will be considered.

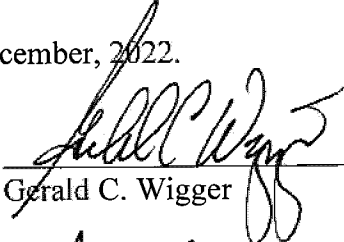
Section 2. These By-Laws shall run with and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. The said By-Laws may be amended by an instrument in writing, voted upon and approved by not less than fifty-one (51%) percent of the Members eligible to vote. Any amendment to these By-Laws shall be recorded at the Davidson County Register of Deeds before it shall become effective.

ARTICLE XII
MISCELLANEOUS

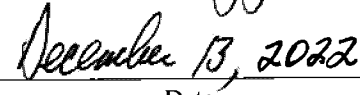
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. If there shall be any ambiguity between these By-Laws and the Declaration, the provisions of the Declaration shall control.

Tennessee Certification of Electronic Document

I, **Gerald C. Wigger**, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on the 13th day of December, 2022.




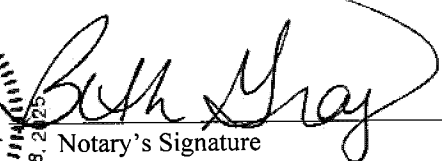
Gerald C. Wigger



Date

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 13th day of December, 2022.

Notary's Signature
MY COMMISSION EXPIRES: 9/8/25