

MASTER
OK 4-13-2021

ROLL/IMG: 959/2322-2325
18009405

4 PGS-AL-DECLARATION	
LISA BATCH: 181582	06/18/2018 - 02:35 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00
STATE OF TENNESSEE, WASHINGTON COUNTY	
GINGER B. JILTON	
REGISTER OF DEEDS	

This Instrument Prepared By:

W. Derek Malcolm, Esq.
100 Fifth Street, Suite 520
Bristol, Tennessee 37620
(423) 291-4810

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
THE COTTAGES AT WILLOW SPRINGS RESERVE**

**THIS AMENDMENT TO THE DECLARATION OF COVENEANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE COTTAGES AT
WILLOW SPRINGS RESERVE (the "Amendment"), is hereby made and entered into as of this
the ___ day of June, 2018.**

W I T N E S S E T H:

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements for The Cottages at Willow Springs Reserve (the "Declaration"), dated February 18, 2010, for the Cottages at Willow Springs Reserve was recorded on Roll 676, Image 315, in the Office of the Register of Deeds for Washington County, at Jonesborough, Tennessee on March 10, 2010, at 2:40 P.M., and

WHEREAS, the Declaration was amended by a First Amendment to Declaration of Covenants, Restrictions, and Easements for The Cottages at Willow Springs Reserve, dated November 8, 2012 and recorded in the aforesaid Register's Office on Roll 778, at image 2319; and

WHEREAS, the Declaration provides in Section 11.4 ("Amendment") that "The covenants and restrictions of this Declaration may be amended by a recorded instrument executed by Owners who hold at least sixty-seven percent (67%) of the total votes to which members of the Association are entitled."; and

WHEREAS, the By-Laws for The Cottages at Willow Springs Reserve Association, Inc. in Article II, Section 10 provide that a two-thirds (2/3) vote is required to "modify or amend the system

of administration of The Cottages at Willow Springs Reserve Association, Inc. and these By-Laws for the administration of The Cottages at Willow Springs Reserve Association, Inc..."

WHEREAS, T.C.A. § 66-27-107 provides that any amendment to the Declaration is to be recorded in the Office of the Register of Deeds for Washington County, Tennessee at Jonesborough, Tennessee; and

WHEREAS, since there are fifty-nine (59) Lots in The Cottages at Willow Springs Reserve, sixty-seven percent (67%) of that number is 39.5, requiring at least twenty (40) votes in favor of a resolution to amend the Declaration; and

WHEREAS, at a meeting held, after due notice to all owners, on April 10, 2018, forty-two (42) of the fifty-nine (59) owners approved this Amendment.

NOW, THEREFORE, in consideration of the above, the Declaration is hereby amended as follows:

I. Article X of the Declaration is amended by deleting the current provisions of Section 10.1 of Article X of the Declaration in its entirety and replacing it with a new Section 10.1, to read as follows:

Section 10.1 Non-Owner Occupant of Lots. The Board of Managers must be notified of all non-owner residents of any Lot, if the Owner is not residing in the Lot. No Owner may allow a non-owner to occupy a Lot within the first twelve (12) months of the Owner's initial purchase and occupancy of the Lot. Occupation of Lots by persons other than the Owner of the Lot shall only be upon written agreement, a copy of which shall be provided to and approved by the Board of Managers. No Lot may be occupied by persons other than the Owner unless such occupation is pursuant to a written agreement having a term of no more than twelve (12) months. No Owner or non-owner may extend any such written agreement without the prior approval of the Board of Managers.

II. Article X of the Declaration is further amended by adding a new Section 10.2, to read as follows:

Section 10.2 Exceptions to Non-Owner Occupation of Lots: Qualifying Events. The Board of Managers shall not approve any non-owner occupation of any Lot unless one of the following qualifying events occurs, and the Board of Managers, in its discretion, approves the non-owner occupation of the Lot:

- (a) The Owner provides proof to the Board of a work emergency concerning the Owner;
- (b) The Owner provides proof to the Board of a medical emergency concerning the Owner;
- (c) The Owner provides proof to the Board of a family emergency concerning the Owner; or
- (d) Not more than 10% of the total completed unites in the Development are being occupied by non-owners.

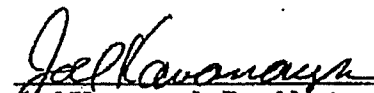
III. Article X of the Declaration is further amended by adding a new Section 10.3, to read as follows:

Section 10.3 Non-Owner Lease Fee. In the event that the Board of Managers approves a written agreement allowing a non-owner to occupy the Lot of an Owner, the following fees will be assessed to the Owner based on the amount of time that the non-owner occupies the Lot:

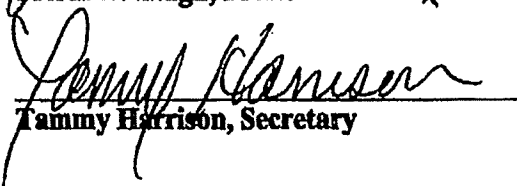
- (a) At the end of the sixth (6th) month of occupation of the Lot by a non-owner, a flat fee of One Hundred Dollars and Zero Cents (\$100.00) will be assessed to the Owners of the Lot;
- (b) For each successive month following the sixth (6th) month of occupation of the Lot by a non-owner, up to the maximum term of twelve (12) months, an additional fee of Fifty Dollars and Zero Cents (\$50.00) per month will be assessed to the Owner of the Lot.

EXCEPT AS HEREIN EXPRESSLY MODIFIED AND AMENDED, THE DECLARATION AN ALL TERMS AND CONDITIONS THEREOF SHALL BE AND WILL REMAIN IN FULL FORCE AND EFFECT AND UNCHANGED.

IN TESTIMONY WHEREOF, the Board of Managers of the Cottages at Willow Springs Reserve Association, Inc. have executed this Amendment to the Declaration on the date and time first set forth above.



 Joel Kavanaugh, President



 Tammy Harrison, Secretary

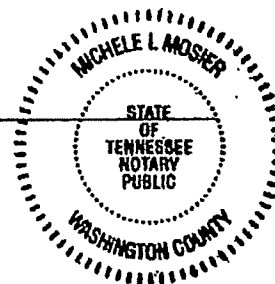
STATE OF TENNESSEE)

COUNTY OF Washington)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Joel Kavanaugh, as President and member of the Board of Managers, and Tammy Harrison, as Secretary and member of the Board of Managers, with whom I am personally acquainted (or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument) and who, being by me duly sworn, acknowledged, under oath, that he/she is respectively a member of the Board of Managers of The Cottages at Willow Springs Reserve Association, Inc., the within named bargainer, a corporation; that he/she is authorized and empowered by the Board of Managers of said corporation to execute the foregoing instrument on behalf of and as the act and deed of said corporation; that he/she did so execute this instrument by signing the name of said corporation by himself/herself as such Manager; and that he/she did so for the purposes therein contained as the free act and deed of said corporation.

Given under my hand this the 18th day of June 2018.

Nichele L. Mosier
Notary Public



My Commission Expires:

My Commission Expires
July 28, 2020

MASTER
OK 4-13-2021

ROLL/IMG: 959/2326-2329

18009406

4 PGS-AL-BY-LAWS	
USA BATCH: 101502	06/16/2018 - 02:35 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, WASHINGTON COUNTY
GINGER B. JILTON
REGISTER OF DEEDS

This Instrument Prepared By:

W. Derek Malcolm, Esq.
100 Fifth Street, Suite 520
Bristol, Tennessee 37620
(423) 291-4810

**AMENDMENT TO THE BY-LAWS FOR
THE COTTAGES AT WILLOW SPRINGS RESERVE**

THIS AMENDMENT TO THE BY-LAWS FOR THE COTTAGES AT WILLOW SPRINGS RESERVE (the "Amendment"), is hereby made and entered into as of this the ___ day of June, 2018.

W I T N E S S E T H:

WHEREAS, By-Laws for The Cottages at Willow Springs Reserve were adopted in or about February of 2010 and appear as Exhibit B to the Declaration of Covenants, Conditions, Restrictions and Easements for The Cottages at Willow Springs Reserve dated February 18, 2010 and of record on Roll 676, Image 315, in the Office of the Register of Deeds for Washington County, at Jonesborough, Tennessee (the "By-Laws"); and

WHEREAS, the By-Laws for The Cottages at Willow Springs Reserve Association, Inc. in Article II, Section 10 provide that a two-thirds (2/3) vote is required to "modify or amend the system of administration of The Cottages at Willow Springs Reserve Association, Inc. and these By-Laws for the administration of The Cottages at Willow Springs Reserve Association, Inc..."

WHEREAS, since there are fifty-nine (59) Lots in The Cottages at Willow Springs Reserve, sixty-seven percent (67%) of that number is 39.5, requiring at least forty (40) votes in favor of a resolution to amend the Declaration; and

WHEREAS, at a special meeting held, after due notice to all owners, on April 10, 2018, forty-two (42) of the fifty-nine (59) owners approved this Amendment.

NOW, THEREFORE, in consideration of the above, the Declaration is hereby amended as follows:

I. Article II of the By-Laws is amended by deleting the current provisions of Section 5 of Article II of the By-Laws in its entirety and replacing it with a new Section 5, to read as follows:

Section 5. Annual Meetings. The annual meeting of the Council of Co-Owners shall be held at such place as is designated by the President of the corporation, within the State of Tennessee, Washington County, on the first Monday in October of each year after the Organization Meeting referred to in the Declaration, for the purpose of electing a Board of Managers and of transacting any other business authorized to be transacted by the members; provided, however, that if such day is a legal holiday, then the meeting shall be at the same hour on the next following Monday. The start time for the annual meeting shall be determined annually and shall be no later than 7:00 p.m.

II. Article II of the By-Laws is amended by deleting the current provisions of Section 8 of Article II of the By-Laws in its entirety and replacing it with a new Section 8, to read as follows:

Section 8. Quorum. A quorum at any meeting of the Council of Co-Owners shall consist of the members present at the meeting plus all valid proxy votes submitted. The affirmative vote of a majority of Co-Owners in attendance is required to adopt any resolution, elect any directory, make any decision, or take any action, except that these By-Laws and the system of administration may be modified only in the manner hereinafter set forth.

III. Article III of the By-Laws is amended by deleting the current provisions of Section 2 of Article III of the By-Laws in its entirety and replacing it with a new Section 2, to read as follows:

Section 2. Election of Directors. The Council of Co-Owners shall, at their annual meeting, elect the Board of Managers. Each Co-Owner or Co-Owners of a Lot shall be entitled to one vote per Lot for each of the Directors to be elected. A quorum of co-owners shall be necessary for the election of a Board member. Each Co-Owner or Co-Owners of a Lot, on each ballot, is required to cast his vote for as many persons as there are Directors to be elected. At the first meeting, the membership shall elect five (5) members of the Board of Managers. At each annual meeting, an election shall be held for each position on the Board of Managers.

IV. Article III of the By-Laws is amended by deleting the current provisions of Section 4 of Article III of the By-Laws in its entirety and replacing it with a new Section 4, to read as follows:

Section 4. Term. The term of each administrator's service shall extend until the next annual meeting of the Council of Co-Owners and thereafter until his successor is duly elected by the Council of Co-Owners or until he is removed in the manner elsewhere provided, or until an eligible successor is elected and qualified by the Co-Owners.

EXCEPT AS HEREIN EXPRESSLY MODIFIED AND AMENDED, THE DECLARATION AN ALL TERMS AND CONDITIONS THEREOF SHALL BE AND WILL REMAIN IN FULL FORCE AND EFFECT AND UNCHANGED.

IN TESTIMONY WHEREOF, the Board of Managers of the Cottages at Willow Springs Reserve Association, Inc. have executed this Amendment to the Declaration on the date and time first set forth above.



Joel Kavanaugh, President


Tammy Harrison, Secretary

22-07-2011 10:00:00

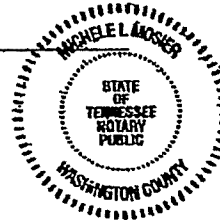
STATE OF TENNESSEE)

COUNTY OF Washington)
^{ISS}

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Joel Kavanaugh, as President and member of the Board of Managers, and Tammy Harrison, as Secretary and member of the Board of Managers, with whom I am personally acquainted (or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument) and who, being by me duly sworn, acknowledged, under oath, that he/she is respectively the Board of Managers of The Cottages at Willow Springs Reserve Association, Inc., the within named bargainer, a corporation; that he/she is authorized and empowered by the Board of Managers of said corporation to execute the foregoing instrument on behalf of and as the act and deed of said corporation; that he/she did so execute this instrument by signing the name of said corporation by himself/herself as such Manager; and that he/she did so for the purposes therein contained as the free act and deed of said corporation.

Given under my hand this the 18th day of June, 2018.

Michele L. Mosher
Notary Public



My Commission Expires: _____

My Commission Expires
July 28, 2020

OK 4-13-2021

ROLL/IMG: 778/2319-2322

12019545

This instrument prepared by:

RICK J. BEARFIELD, Attorney at Law
Wesley Plaza, Suite 1
2513 Wesley Street
P.O. Box 4210 CRS
Johnson City, TN 37602
(423) 282-1006
(423) 282-3081 (fax)

4 PGS : AL - DECLARATION	
CHELSIE BATCH 77571	11/19/2012 - 09:20 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00
STATE OF TENNESSEE, WASHINGTON COUNTY	
GINGER B. JILTON	
REGISTER OF DEEDS	

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE COTTAGES AT WILLOW SPRINGS RESERVE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE COTTAGES AT WILLOW SPRINGS RESERVE is made and entered into on this 8th of November, 2012, by the undersigned Owners.

WITNESSETH:

WHEREAS, by Declaration of Covenants, Conditions, Restrictions and Easements for the Cottages at Willow Springs Reserve dated the 18th day of February, 2010, and recorded on March 10, 2010, at Roll 676, Image 315, Register's Office for Washington County, Tennessee (the "Declaration"), certain covenants, conditions, restrictions and easements were established with respect to certain property located in the Eighth (8th) Civil District of Washington County, Tennessee, and more particularly described in the Master Deed (the "Property"); and

WHEREAS, Section 11.4 of the Declaration provides that the Declaration may be amended by a recorded instrument executed by Owners who hold at least sixty-seven percent (67%) of the total votes to which members of the Association are entitled; and

WHEREAS, Section 8.13(e) of the Declaration provides that the Owners may adopt rules and regulations by Lot Owners having 75% of the total votes;

WHEREAS, the undersigned are desirous of amending the Declaration and the Rules and Regulations attached thereto as Exhibit C;

NOW, THEREFORE, the Declaration is hereby amended in the following particulars:

I. The Declaration is amended by adding a new Section 2.8 to Article II, as follows:

2.8 *Special Provisions for Orth Construction Company, Inc., successor to Developer.*

2.8.1 Moratorium on Fees. Orth Construction Company, a Tennessee general partnership ("Orth") shall not be required to pay association fees of any kind on any lot it owns until the earlier of:

- A) A building permit for the construction of a residence or other improvement on such lot is issued by the City of Johnson City; or
- B) Clearing of the lot has begun; or
- C) Three years from the date of acquisition by Orth Construction Company.

2.8.2 Amount of Fees during Development. For the period beginning on the earlier of: 1) the time a building permit is issued; or 2) the time clearing of a lot has begun; and ending on the date construction of the Unit is complete, Orth Shall pay to the Association a reduced fee of \$40.00 per month for each Unit which is in development. Upon completion of construction of the Unit, the fees for each completed unit shall be increased to \$85.00. Upon sale of the Unit, the fees for each Unit shall be equal to the fees assessed against all units not owned by Orth.

2.8.3 Amount of Fees Upon Passage of three (3) years. If Orth does not obtain a building permit or begin clearing a lot for construction of a unit within three (3) years of the date of acquisition of the lot by Orth, the fees for such lot shall be \$20.00 per month until a building permit is issued or clearing of the lot for construction begins.

2.8.4 Voting Rights. Orth shall have voting rights for each lot on which Orth is paying \$40.00 per month, or more, in fees. Orth shall not have voting rights on any lot for which Orth is paying less than \$40.00 per month in fees. At any time, Orth can voluntarily commence paying fees of \$40.00 per month on any lot and will, by

doing so, obtain voting rights; provided, however, that upon voluntarily submitting such lot to \$40.00 per month fees, the fees cannot thereafter be reduced.

2.8.5 Architectural Review. The Association shall have the right to review and approve in advance all plans for the improvements on any lot owned by Orth. Once approved, any set of plans can be used on multiple lots without further approval provided that minimal or insubstantial changes to the plans shall not require approval.

II. Exhibit C to the Declaration is hereby amended by deleted Subsection (e) of Section 15 in its entirety and replacing it with a new Subsection (e) of Section 15 as follows:

e. Size: Residences shall have not less than 1,300 square feet of living area on the main level and a minimum of two (2) bedrooms and two (2) bathrooms. All living areas, except sunrooms and basements shall have a minimum 9' ceiling height. Residences shall be either one (1) level or one (1) level with a basement. No two (2) story or story and a half construction shall be allowed.


III. Except as herein expressly modified and amended, the said Declaration and all terms and conditions thereof shall be and remain in full force and effect and unchanged.

WITNESS the execution hereof by the undersigned.

TN-DEV, LLC, a Tennessee limited liability company

ORTH CONSTRUCTION COMPANY
a Tennessee general partnership

By: 
E. LYNDON GALLIMORE, Manager

By: 
BEN SMITH as Attorney and General Agent (Roll 639, Image 477)

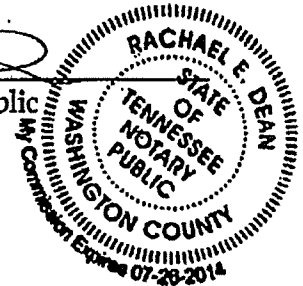
STATE OF TENNESSEE)
)
COUNTY OF WASHINGTON)

Before me, a Notary Public of the state and county aforesaid, personally appeared **E. LYNDON GALLIMORE** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Manager of **TN-DEV, LLC**, the within named bargainor, a limited liability company, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Manager.

Witness my hand and seal, at office this 8th day of November, 2012.



Notary Public



My Commission Expires:
July 26, 2014

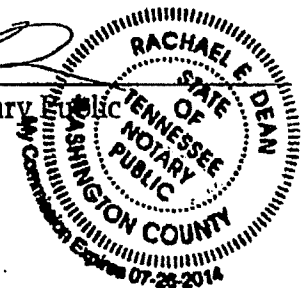
STATE OF TENNESSEE)
)
COUNTY OF WASHINGTON)

Personally appeared before me, a Notary Public of the state and county aforesaid, **BEN SMITH**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Attorney and General Agent of **ORTH CONSTRUCTION COMPANY**, a Tennessee general partnership, and is authorized by the same to execute this instrument on behalf of **ORTH CONSTRUCTION COMPANY**.

Witness my hand, at office, this 8th day of November, 2012.



Notary Public



My Commission Expires:
July 26, 2014

AMND10253RD.001-001

MASTER
-OK 4-13-2021

ROLL/IMG: 676/315-348

10003613

This instrument prepared by:

RICK J. BEARFIELD, Attorney at Law
Wesley Plaza, Suite 1
2513 Wesley Street
P.O. Box 4210 CRS
Johnson City, TN 37602
(423) 282-1006
(423) 282-3081 (fax)

34 PGS : AL - DECLARATION	
LISA BATCH: 30748	03/10/2010 - 12:40 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	170.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	172.00

STATE OF TENNESSEE, WASHINGTON COUNTY
GINGER B. JILTON
REGISTER OF DEEDS

For Register's Office Use

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

THE COTTAGES AT WILLOW SPRINGS RESERVE

THIS DECLARATION, made and executed by TN-DEV, LLC, a Tennessee limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the Property; and

WHEREAS, Declarant agrees that the use, appearance, and maintenance of all the Property are of mutual interest and concern to all the Owners of Lots in the Property; and

WHEREAS, Declarant desires for the Property to be subject to all terms, covenants, conditions, restrictions and easements set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, function and attractiveness of the Property. The covenants, conditions, restrictions and easements shall run with the land and be binding on all parties holding or acquiring any right, title or interest in the Property, or any part thereof, whether or not so expressed in any deed or other conveyance, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1.1. "Association" shall mean and refer to The Cottages at Willow Springs Reserve Association, Inc., a Tennessee non-profit corporation, its successors and assigns.

Section 1.2. "Common Area" shall mean and refer to that certain real property described in Exhibit D, attached hereto and made a part hereof.

Section 1.3. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements for The Cottages at Willow Springs Reserve.

Section 1.4. "Lot" shall mean and refer to one of the areas of real estate within the Property shown as a lot or unit on the Plat. Ownership of a Lot shall impose membership in the Association, which shall not be separable from the ownership. A Lot may not be subdivided.

Section 1.5. "Majority In Interest" shall mean more than fifty percent (50%) of the total votes to which members of the Association are entitled.

Section 1.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.7. "Parking Area" shall mean that portion of a Lot reasonably intended for parking of vehicles.

Section 1.8. "Plat" shall mean the Plats of The Cottages at Willow Springs Reserve of record in Plat Book 20, Page 243, Plat Book 20, Page 243, and Plat Book 20, Page 243 in the Register's Office for Washington County, Tennessee.

Section 1.9. "Property" shall mean and refer to that certain real property described in Exhibit A, attached hereto and made a part hereof.

ARTICLE II. COVENANTS FOR ASSESSMENTS

Section 2.1. *Creation of the Lien and Obligation of Assessments.* The Owners, for each Lot owned within the Property, hereby covenant and agree to pay to the Association, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to

pay to the Association, (1) regular assessments or charges, to be collected in advance either monthly, or annually, and (2) special assessments for capital improvements or other purposes, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with interest, costs and reasonable attorney's fees, if delinquent, shall be a charge and a continuing lien upon the Lot against which the assessment is made.

Section 2.2. *Purpose of Assessments.* The assessments levied by the Association shall be used exclusively for the benefit, improvement and maintenance of the Property as provided in Section 4.1 and the Common Area.

Section 2.3. *Regular Assessments.* The Association shall fix the regular assessment at an amount sufficient to provide funding for the usual and normal obligations of the Association and for other uses specified herein. The regular assessment for each calendar year, and the basis for payment thereof, shall be determined by the Association at a meeting of the Association for which written notice has been given to all Owners at least ten (10) days in advance. The regular assessment may be increased or decreased during the year. Regular assessments shall be payable monthly via ACH automatic debit from each Owners' checking account. Each Owner shall have the option to pay the regular assessment one (1) year in advance as an alternative to ACH automatic debit from the Owner's checking account.

Section 2.4. *Special Assessments.* In addition to the regular assessments, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any other construction, reconstruction or unexpected repair or replacement, including fixtures and personal property, which may be incurred, provided that any such assessment shall be approved by sixty-seven percent (67%) of the votes to which members of the Association are entitled at a meeting duly called for that purpose, written notice of which shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting. Any assessment for the purpose of adding new Improvements (not including replacement of existing Improvements) shall require the affirmative vote of not less than eighty percent (80%) of the members of the Association.

Section 2.5. *Share of Assessments.* Each Lot shall be liable for a portion of all regular and special assessments. Each Lot's portion shall be equal to a fraction, the numerator of which is one and the denominator of which is the total number of Lots exclusive of Lots owned by the Declarant.

Section 2.6. *Effect of Nonpayment of Assessments: Remedies of the Association.* Any assessment that is not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the maximum amount permitted by law, and the Association shall furnish

notice to the delinquent Owner of the existence, amount and cause of the delinquency. If the delinquency has not been cured within the notice and cure period set forth in Section 9.2, the Association may foreclose the lien against the Lot owned by the delinquent Owner in the manner provided by law for the foreclosure of a Deed of Trust. The Owner of a Lot on which there are delinquent assessments shall not be permitted to participate or vote in any meeting of the Association.

Section 2.7. *Subordination of Liens to Mortgages.* The lien of the assessments for which provision is herein made, as well as in any other Section of this Declaration, shall be subordinate only to the lien of any bona fide mortgage to an institutional mortgagee unaffiliated with the Owner. Such subordination shall apply only to the assessments that have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure or other proceeding in lieu of foreclosure of such mortgage, it being understood that a mortgagee shall take title subject to the provisions of this Declaration.

ARTICLE III. ARCHITECTURAL CONTROL

Section 3.1. *Architectural Review Board.* There shall be an Architectural Review Board which shall be controlled by the Declarant, its successors or assigns, until such time the Declarant, its successors or assigns, elects to call the Organization Meeting pursuant to Section 11.3 herein, at which meeting the Board of Managers shall be elected. All plans for construction, remodeling, renovation or other improvements, whether to the exterior or the interior of any improvements to any Lots shall be submitted to the Architectural Review Board for approval. The Architectural Review Board may establish written guidelines for style, building materials and such other aspects of improvements as it deems necessary to maintain and protect the appearance of all Lots.

Section 3.2. *Board of Managers.* After the occurrence of the Organization Meeting under Section 11.3, at which meeting the Board of Managers shall be elected, the Board of Managers shall exercise the powers, rights, duties and functions of the Architectural Review Board established in Section 3.1.

ARTICLE IV. MAINTENANCE

Section 4.1. *Association.* The Association shall have the exclusive right to provide for the exterior mowing of lawns.

Section 4.2. *Owners.* Each Owner shall be responsible for the interior and exterior maintenance of Improvements on its Lot, and all other items not maintained by the Association under Section 4.1 hereof, in accordance with reasonable standards imposed by the Association through the Architectural Review Board.

Section 4.3. *Default.* In the event an Owner of any Lot shall fail to comply with

Section 4.2 hereof, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Improvements to a proper condition. The cost of such work shall be added to and become part of the assessment for that Lot.

ARTICLE V. OBLIGATIONS

Section 5.1. *Obligations Which Are Covenants.* Each Owner, and its successors and assigns, shall have the following obligations, which shall be covenants running with the land:

(a) The obligation to use its Lot in accordance with this Declaration and applicable zoning.

(b) The obligation to use all reasonable means to prevent blocking or otherwise obstructing the use and enjoyment of the easements created hereby and the rights granted herein.

ARTICLE VI. EASEMENTS

Section 6.1. *Creation.* The following easements are created by this Declaration for the benefit of the Association and each Owner and its successors, assigns, tenants, guests, invitees, agents and employees:

(a) An easement of ingress and egress to, through and over those portions of other Lots which are reasonably designed and constructed to provide access between the Lots and access to and from the Lot and public streets.

(b) An easement of access to, in and over such portions of an adjoining Lot, or improvements thereon, as may be reasonably necessary for construction or maintenance of Improvements on the Lot benefited thereby. Any costs or damages to the Lot on which the easement is imposed shall be paid by the Owner of the Lot benefited thereby.

(c) A reasonable easement over other Lots for public or private utility lines, so long as costs for the installation and maintenance of said lines, and damages arising from said lines, are paid by the Owner of the Lot benefited thereby.

(d) A reasonable easement over all Lots for the installation and maintenance of traffic and other signs of general benefit, and such other Improvements as may be determined by the Association.

Section 6.2. *Terms of Easements.* The easements created by this Article VI shall re-

main in full force and effect, notwithstanding the revocation of this Declaration or the dissolution of the Association, until and unless revoked or amended in writing by all Owners and recorded in the Register's Office of Washington County, Tennessee.

ARTICLE VII. INSURANCE AND CASUALTY DAMAGE

Section 7.1. *Repair.* The right is given to the Association to require the Owner of a Lot with damage which renders the Lot or Improvements thereon untenable, within ninety (90) days from the event which caused the damage or loss ("Causing Event"), or within ninety (90) days of the settlement of any insurance, liability or condemnation claim, if later and if the claim is promptly made and diligently pursued by Owner, but in no event more than one (1) year after the Causing Event, to make repairs or replacement to restore the Lot or Improvements substantially to the condition existing prior to the Causing Event (if condemnation is the Causing Event, as near as reasonably possible to the condition existing prior to the Causing Event).

Section 7.2. *Association Action Following Failure by Owner to Repair.* If a Lot is not restored in accordance with Section 7.1 and a restoration of Improvements to the Lot is not commenced within one (1) year from the Causing Event, the Association may perform the obligations of the Owner of the damaged Lot and have a lien on the Lot for payment of its expenses.

ARTICLE VIII. THE ASSOCIATION

Section 8.1. *Membership.* Every Owner of a Lot included within the Property shall be a member of the Association and shall be entitled to attend, participate and vote (if not delinquent) in all meetings of the Association. The foregoing is not intended to include persons or entities who hold an ownership interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Owners of Lots have adopted bylaws in the form attached hereto as Exhibit B, and which shall be governed by a Board of Managers (hereinafter sometimes called the "Board"), consisting of five (5) persons, who shall be elected in the manner hereinafter provided.

Section 8.2. *Administration of the Association.* The Association shall be governed by the Bylaws attached hereto as Exhibit B, as amended.

Section 8.3. *Voting Rights.* The Association shall have two (2) classes of voting membership. The first class shall consist of the Declarant, its successors or assigns, who shall be entitled to ten (10) votes for each Lot owned until such time as the Organization Meeting is held pursuant to Section 11.3, at which time a Board of Managers shall be

electd. The second class shall consist of each Owner, other than the Declarant, its successors or assigns, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall constitute one Owner and the vote for such Lot shall be exercised as the Owners determine. All decisions of the Association, shall be decided by a Majority in Interest represented at any meeting at which a quorum is in attendance unless a different percentage is prescribed by this Declaration or the Bylaws.

Section 8.4. *Purpose.* The purpose of the Association is to carry out the terms of this Declaration, to adopt such rules and regulations as may be appropriate, to set and collect assessments, and to do and perform any and all other things, matters, or acts required by or permitted by the Owners or the laws of the State of Tennessee which are necessary and desirable to carry out the purposes and intentions expressed herein.

Section 8.5. *Initial Meeting.* The initial meeting of the Association shall be held within ninety (90) days of the recording hereof in the Register's Office of Washington County, Tennessee, at a time and at a place in Washington County, Tennessee designated by Declarant. At the initial meeting a budget and assessment shall be determined for the period of time between the initial meeting and the first annual meeting.

Section 8.6. *Annual Meetings.* The annual meeting of the Association shall be held at such place as is designated by the President of the corporation, within the State of Tennessee, County of Washington, at 7:00 o' clock p.m. on the third Monday in October of each year, for the purpose of electing a Board of Managers and of transacting any other business authorized to be transacted by the members; provided, however, that if such day is a legal holiday, then the meeting shall be held at the same hour on the next following Monday.

Section 8.7. *Election/Removal of Officers.* The Board of Managers shall elect at its annual meeting from among its members such officers as are required by the Bylaws attached hereto as Exhibit B and such additional officers as the Board shall see fit to elect. The same person may not simultaneously fill the offices of President and Secretary. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 8.8. *Special Meetings.* Special meetings of the Association shall be held whenever called by the President and Secretary of the Board of Managers, or by the written request of one-third (1/3) of the entire number of Lot Owners specifying the purpose of the meeting. When a special meeting is so called, the Secretary shall mail written notice of the meeting to all Lot Owners specifying the purpose of the meeting.

Section 8.9. *Quorum.* At any annual or called meeting, a quorum shall be who is present at the meeting.

Section 8.10. *Compensation of the Board.* Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Owners having seventy five percent (75%) of the total votes.

Section 8.11. *Liability of the Board.* The members of the Board of Managers shall not be liable to the Lot owners for any mistake of judgment, except for intentional misconduct or bad faith. The Lot owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board, or the managing agent, or the manager, as the case may be, are acting only as agents for the Lot Owners and shall have no personal liability thereunder (except as Lot owners).

Section 8.12. *Managing Agent.* The Board shall be entitled to engage the services of any person, firm, or corporation to act as a manager or managing agent for the Property and to provide for reasonable compensation of such manager or managing agent.

Section 8.13. *Duties and Powers of the Association.* In addition to the rights, powers and duties conferred upon the Association by the Declaration and the laws of Tennessee, and without in anywise limiting the same, the Association shall have the following additional and cumulative rights, powers and duties:

(a) To hold title and possession to funds and property, including the maintenance funds and other assessments, and including title to any part of the Property, as trustee for the use and benefit of the Owners;

(b) To make and collect maintenance fund assessments against Owners to defray the costs of the Association, including, without limitation, all costs and expenses of carrying out the provisions of the Declaration, and of engaging all necessary services and employees therefor;

(c) To use the proceeds of assessments in the exercise of its powers and duties;

(d) To exclusively oversee the maintenance, repair, replacement, operation and administration of the Property and Common Area, as provided herein, and other

matters provided for by the Declaration;

(e) The Lot Owners having seventy five percent (75%) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the Property and the Common Area, and for the health, comfort, safety, and general welfare of the Lot Owners. Written notice of such rules and regulations shall be given to all Lot Owners and the entire Property and Common Area shall at all times be maintained subject to such rules and regulations. The Declarant has initially adopted and hereby incorporates those Rules and Regulations attached hereto as Exhibit C;

(f) To enforce the provisions of the Declaration and the rules and regulations for the use of the Property and Common Area;

(g) To contract for the management of the Association and to delegate to a manager the management duties of the Association, to be performed by such manager under the supervision of the Association;

(h) To pay the cost of any power, water, sewer and other utility services rendered to the Association and not billed to individual Lots;

(i) To employ personnel to perform the services required for proper administration of the Association, including, without limitation, auditors, attorneys, bookkeepers and managers;

(j) To deposit all monies and funds of the Association in such bank or banks as may be designated from time to time. Withdrawals of monies from such accounts in banks shall be only by checks or drafts signed by such persons as are authorized by the Association;

(k) To obtain a review of the accounts and books of the Association to be made annually, and to furnish a copy of the report to each Owner not later than August 31st of the following year;

(l) To require fidelity bonds for all employees handling or responsible for funds of the Association. The amount of such bond or bonds shall be determined by the Association but shall be at least in the amount of the total annual regular assessments. Premiums on such bonds shall be paid as an expense of the Association; and

(m) *To Pay Assessment to Willow Springs Reserve Master Association, Inc.* The Board shall cause the Association to pay to Willow Springs Reserve Master Association, Inc. that portion of the budget of Willow Springs Reserve Master Association, Inc. which bears the same relationship to the total budget of Willow Springs Reserve Master

Association, Inc. as the Deemed Residents of The Cottages at Willow Springs Reserve bears to the Deemed Residents of all Represented Developments of Willow Springs Reserve Master Association, Inc. In addition, the Association shall pay to Willow Springs Reserve Master Association, Inc. any special assessments imposed by Willow Springs Reserve Master Association, Inc. For purposes of this provision, the term Represented Developments of Willow Springs Reserve Master Association, Inc. shall mean and refer to Willow Springs Reserve Subdivision, The Villas at Willows Springs Reserve, The Cottages at Willow Springs Reserve, and any other development designated by the Declarant by writing filed with the Washington County, Tennessee, Register of Deeds. For purposes of this provision, the term "Deemed Residents" of The Cottages at Willow Springs Reserve is 3.0 times the number of Lots which have been conveyed by the Declarant, the term "Deemed Residents" of The Villas at Willow Springs Reserve is 1.75 times the number of Lots which have been conveyed by the Declarant, and the term "Deemed Residents" of Willow Springs Reserve Subdivision shall be 3.5 times the number of Lots that have been conveyed by the Declarant. The assessment described in this section may be payable either by: (1) check one year in advance; or (2) by monthly draft via ACH automatic debit from the Association's checking account, or from each Owner's checking account if the Association should fail to pay its required portion of the budget of Willow Springs Reserve Master Association, or any special assessment. If, for any reason whatsoever, the Association shall fail to pay to Willow Springs Reserve Master Association, Inc., the portion of the budget of Willow Springs Reserve Master Association, Inc., or any special assessment, the individual Lot Owners of The Cottages at Willow Springs Reserve shall be liable for their pro rata share of such portion of the budget.

Section 8.14. *Appointment of Members of Willow Springs Reserve Master Association, Inc.* Appoint four (4) Lot Owners to serve on the Board of Willow Springs Reserve Master Association, Inc.;

Section 8.15. *Election and Contracts.* All agreements, contracts, deeds, leases, and vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.

ARTICLE IX. NOTICE AND CURE

Section 9.1. *Place for Notice.* Notice required hereunder shall be satisfied by receipted personal delivery, by recognized public courier or express service, or by sending postage prepaid certified mail to the appropriate party at the address shown on the signature page of this Declaration.

Any of the above addresses, or their replacements, may be changed by written notice to all other parties, and shall not require the consent of any other party or an amendment to this Declaration.

Section 9.2. *Right to Cure.* All notices required or permitted under this Declaration because of a default in an obligation by an Owner shall include a right for the Owner to cure the default which has prompted the notice. In the event of a monetary default, the notice shall provide thirty (30) days to cure, and in the event of a non-monetary default, the notice shall provide thirty (30) days to cure except for a default which cannot reasonably be cured within such period, in which case the notice shall require that efforts to cure be begun within thirty (30) days and be diligently pursued to completion.

Section 9.3. *Notice to Mortgagees.* Any notice required by this Declaration to be given to an Owner prior to an action being taken involving that Owner or that Owner's Lot shall also be given to parties holding a recorded mortgage on that Lot, at the address furnished by the Lot Owner or mortgagee. The notice to a mortgagee shall be given in the same manner as notice to the Owner, and shall be given simultaneously with the notice to the Owner. The notice to a mortgagee shall provide (1) that if an Owner which has committed a monetary default has not cured the default within the permitted time, the mortgagee will be given an additional thirty (30) days to cure such monetary default, and (2) that if an Owner which has committed a non-monetary default is not in compliance with the terms of notice to it at the end of the permitted time, no action will be taken by the Association until after the passage of an additional period of time reasonably sufficient for the mortgagee to acquire title to the Lot by foreclosure and to comply with the terms of the notice to Owner. Notice shall not have been accomplished unless the provisions of this section are satisfied.

ARTICLE X. SALE, LEASING OR OTHER ALIENATION

Section 10.1. *Non-Owner Occupation of Lots.* The Board of Managers must be notified of all non-owner residents of any Lot, if the Owner is not residing in the Lot. Occupation of Lots by persons other than the Owner of the Lot shall only be upon written agreement, a copy of which shall be provided to the Board of Managers and approved by the Board of Managers. No Lot may be occupied by persons other than the Owner unless such occupation is pursuant to a written agreement having a term of not less than twelve (12) months. Nothing in this paragraph shall prohibit an owner from leasing their home in one year increments for up to three (3) years when the Owner is in transition.

ARTICLE XI. GENERAL PROVISIONS

Section 11.1. *Enforcement.* The Association, or any Owner, shall have the right to

enforce, by any proceeding at law or in equity, all covenants, conditions, reservations, easements, liens and charges now or hereafter granted or imposed under this Declaration. Failure by the Association, or by any Owner, to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 11.2. *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 11.3. *Declarant's Rights Pending Sale of Lots.* Until the later of (i) such time as Declarant, its successors or assigns, shall have consummated the sale of Lot Ownerships aggregating one hundred percent (100%), or (ii) five (5) years from the date of recording this Declaration, Declarant, its successors or assigns, may, in its sole discretion, but shall not be obligated to, exercise the powers, rights, duties, and functions of the Board of Managers. At any time after the sale of twenty percent (20%) of the Lot Ownership, Declarant, its successors or assigns, at the sole discretion of Declarant, its successors or assigns, may call an Organization Meeting of the Lot Owners (the "Organization Meeting") at which meeting the Board of Managers shall be elected, after which the Board of Managers shall exercise the powers, rights, duties and functions described in this Declaration.

Section 11.4. *Amendment.* The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of, and be enforceable by, the Association and the Owner of any Lot, their successors and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants shall be extended for successive periods of ten (10) years each unless other action is taken by the Association. The covenants and restrictions of this Declaration may be amended by a recorded instrument executed by Owners who hold at least sixty-seven percent (67%) of the total votes to which members of the Association are entitled.

Section 11.5. *Future Development.* Declarant, its successors or assigns, hereby reserve the right, at any time, without regard to the number of Lots sold and without regard to whether the Board of Managers shall have been elected, to submit additional land and Lots, and make such land and Lots a part of The Cottages at Willow Springs Reserve, or to remove land and/or Lots from The Cottages at Willow Springs Reserve, and to file an amendment to this Declaration and the Plat. Upon amendment of this Declaration, such additional land and Lots shall be and become a part of The Cottages at Willow Springs Reserve as fully as if such land and Lots had been a part of the original planned development, or such removed land and/or Lots shall be removed from The Cottages at Willow Springs Reserve as if such land and/or Lots had not been a part of the original planned development. In the event Declarant, its successors or assigns, shall submit additional land and/or Lots, and make such land and Lots a part of The Cottages at Willow Springs Reserve, or remove such land and/or Lots from The Cot-

tages at Willow Springs Reserve, and file an amendment to this Declaration and the Plat, then: (i) if Declarant, its successors or assigns, has not called the organization meeting provided for in Section 11.3 above, the Declarant, its successors or assigns, rights pursuant to Section 11.3 shall be continued until such Lots are sold; or (ii) if the Declarant, its successors or assigns, has called the Organization Meeting referred to in Section 11.3, above, the Declarant, its successors or assigns, shall have, all of the rights of Declarant herein as fully as if the Organization Meeting had not been held.

Section 11.6. *Conveyance of Common Area to Association.* Declarant hereby grants, sells, bargains, and conveys to the Association, all right, title and interest in the Common Area, as described in Exhibit D attached hereto.

Section 11.7. *Tennessee Law.* This Declaration shall be a Tennessee contract and shall be construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of this 18th day of February, 2010.

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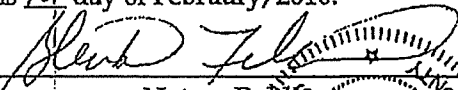
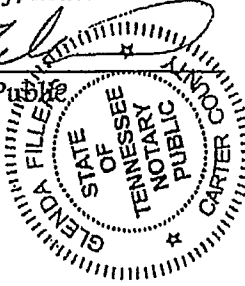
TN-DEV, LLC,
A TENNESSEE LIMITED LIABILITY
COMPANY:

BY: E. D. Gallimore
LYNDON GALLIMORE, MANAGER

STATE OF TENNESSEE)
)
COUNTY OF WASHINGTON)

Before me, a Notary Public of the state and county aforesaid, personally appeared LYNDON GALLIMORE with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Manager of TN-DEV, LLC, the within named bargainer, a limited liability company, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Manager.

Witness my hand and seal, at office this 18th day of February, 2010.


Notary Public


My Commission Expires:

01/10/2011

Exhibit A

(Legal Description of Property)

The subject real estate is shown on three (3) separate plats. The first plat describes Lot 67, Lot 68, Lot 69, Lot 70, Lot 71, Lot 72, Lot 73, Lot 74, Lot 75, Lot 76, Lot 77, Lot 78, Lot 79, Lot 80, Lot 81, Lot 82, Lot 83 and Lot 84, and is recorded in Plat Book 20, Page 243, in the office of the Register of Deeds for Washington County, Tennessee. The second plat describes Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34 and Lot 35, and is recorded in Plat Book 20, Page 243, in the office of the Register of Deeds for Washington County, Tennessee. The third plat describes Lot 48, Lot 49, Lot 50, Lot 51, Lot 52, Lot 53, Lot 54, Lot 55, Lot 56, Lot 57, Lot 58, Lot 59, Lot 60, Lot 61, Lot 62, Lot 63, Lot 64 and Lot 65, and is recorded in Plat Book 20, Page 243, in the office of the Register of Deeds for Washington County, Tennessee.

Exhibit B
BYLAWS
OF
THE COTTAGES AT WILLOW SPRINGS RESERVE ASSOCIATION, INC.

ARTICLE I: COUNCIL OF CO-OWNERS

All of the co-owners of Lots within The Cottages at Willow Springs Reserve shall constitute the Council of Co-Owners.

The purpose of the Council of Co-Owners is to administer, on a nonprofit basis, and through a Board of Managers, The Cottages at Willow Springs Reserve Association, Inc.; to elect the Board of Managers; amend and supplement from time to time these By-Laws and the system of Administration; and to do and perform any and all other things, matters, or acts required by or permitted by the Co-Owners as an assembly or council under applicable Tennessee law.

ARTICLE II: MEETINGS AND VOTING RIGHTS OF CO-OWNERS

Section 1. Eligibility. The owner or owners of a Lot, who have become such in compliance with all of the requirements and conditions precedent contained in the Declaration, as amended, and including these By-Laws, shall be entitled to attend and vote at all meetings of the council of Co-Owners.

Section 2. Voting Rights. The Owner or Owners of a Lot shall be entitled to one (1) vote at all meetings of the Council of Co-Owners, except for Declarant, its successors or assigns, who has voting rights pursuant to Section 8.3 of the Declaration until such time as Declarant calls the Organization Meeting under Section 11.3 and the Board of Managers is elected. Where two or more persons own a Lot, the vote allocated to that Lot shall be cast by the one authorized by such two or more owners. Where only one of two or more owners of a Lot is present in person at a meeting, such one shall be entitled to cast the vote with respect to that Lot. Where one person or group of persons

owns more than one unit, such person or group shall be entitled to cast one vote for each unit owner.

Section 3. Corporation as Owner. In the event a partnership, trustee, corporation or other entity owns a Lot or Lots, after having complied with all conditions precedent contained in the Declaration, including these By-Laws, the vote of such may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the meeting prior to voting.

Section 5. Annual Meetings. The annual meeting of the Council of Co-Owners shall be held at such place as is designated by the President of the corporation, within the State of Tennessee, County of Washington, at 7:00 o'clock p.m. on the third Monday in October of each year, after the Organization Meeting referred to in the Declaration, for the purpose of electing a Board of Managers and of transacting any other business authorized to be transacted by the members; provided, however, that if such day is a legal holiday, then the meeting shall be held at the same hour on the next following Monday.

Section 6. Special Meetings. Special meetings of the Council of Co-Owners shall be held whenever called by the President and Secretary of the Board of Managers, or by a majority of the Board of Managers, or by the written request of one-third (1/3) of the entire number of co-owners. When a special meeting is so called, the Secretary shall mail written notice of the meeting to all co-owners.

Section 7. Notice. Notice shall be given to all co-owners of meetings of co-owners, stating the time, place and purpose of which the meeting is called. Such notice shall be in writing and shall be mailed to each member at his address as it appears on the books of the association or may be mailed or delivered to his Lot not less than seven

(7) days nor more than fifteen (15) days before the meeting. Proof of such mailing or delivery may be given by the written statement of the secretary or other person giving the notice. Notice of a meeting may be waived before, at or after the meeting.

Section 8. Quorum. A quorum at any meeting of the Council of Co-Owners shall consist of whoever is present at the meeting. The affirmative vote of a majority of co-owners in attendance is required to adopt any resolution, elect any director, make any decision or take any action; except that these By-Laws and the system of administration may be modified only in the manner hereinafter set forth.

Section 9. Presiding Officer. The Chairman of the Board of Managers shall preside over all Council meetings; and the Secretary of the Board of Managers shall take and keep the minutes and minute books of all Council meetings, wherein adopted resolutions shall be recorded, and shall serve as Secretary at such meetings.

Section 10. Amendments. Subject to the Declaration, the Council of Co-Owners may, at any duly called, held and convened meeting, modify or amend the system of administration of The Cottages at Willow Springs Reserve Association, Inc. and these By-Laws for the administration of The Cottages at Willow Springs Reserve Association, Inc. by the affirmative vote of co-owners representing at least two-thirds (2/3) of the total Lots in The Cottages at Willow Springs Reserve Association, Inc. The said system of administration and these By-Laws, however, may be only so amended in such manner that each one of the parts required by the Tennessee Code Annotated to be within the contents of the By-Laws, shall always be embodied in the By-Laws. No such modification or amendment of a system of administration or of these By-Laws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office for Washington County, Tennessee.

ARTICLE III: BOARD OF MANAGERS

Section 1. The Administration of The Cottages at Willow Springs Reserve Association, Inc.; its business and affairs and of the general common elements therein,

shall be performed by a Board of Managers which shall consist of five (5) persons. For purposes of these Bylaws and the Declaration for The Cottages at Willow Springs Reserve, the term "Board of Managers" and "Board of Administrators" or "Board of Administration" are synonymous. Each member of the Board of Managers shall be either the owner of a Lot or of an interest therein, or, in the event of ownership of a Lot by a partnership, trustee, corporation or other entity, a partner, trustee or officer or other designated representative thereof.

Section 2. Election of Directors. The Council of Co-Owners shall, at their annual meeting, elect the Board of Managers. Each Co-Owner or co-owners of a Lot shall be entitled to one vote per Lot for each of the Directors to be elected. A majority of co-owners, constituting more than fifty percent (50%) of the total number of Lots, shall be necessary for the election of a Board Member. Each co-owner or co-owners of a Lot, on each ballot, is required to cast his vote for as many persons as there are Directors to be elected. At the first meeting, the membership shall elect five (5) members of the Board of Managers. At each annual meeting, an election shall be held for each position on the Board of Managers.

Section 3. Vacancies. Vacancies in the Board of Managers may be filled until the date of the next annual meeting by the remaining Directors.

Section 4. Term. The term of each administrator's service shall extend until the next annual meeting of the Council of Co-Owners and thereafter until his successor is duly elected by the Council of Co-Owners and qualified or until he is removed in the manner elsewhere provided, except no administrator shall serve more than four (4) successive terms of one (1) year each. A Director must be off The Board for one (1) year before becoming eligible to serve on The Board.

Section 5. Organization Meeting. The organization meeting of a newly elected Board of Managers shall be held within two (2) weeks of their election at such place and time as shall be fixed by the Directors at the meeting at which they were

elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

Section 6. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Board. Notice of regular meetings shall be given to each Manager personally or by mail, e-mail, telephone, or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived.

Section 7. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of a majority of the members of the Board. Not less than three (3) days' notice of the meeting shall be given, personally or by mail, e-mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 8. Waiver of Notice. Any administrator may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 9. Quorum. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Managers except as specifically otherwise provided in the Declaration or elsewhere in these By-Laws. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. Presiding officer. The President of the Board of Managers shall preside at all meetings of the Board; the Secretary of the Board shall serve as secretary

of all meetings of the Board. In the absence of either, the Board shall designate one of their members to preside or to serve as Secretary, as the case may be.

Section 11. Compensation. No compensation shall be paid to any member of the Board or to any officer for services as such. Any member of the Board or any officer may be reimbursed for expenses actually incurred by him, upon approval by the Board.

Section 12. Removal. Any member of the Board may be removed and relieved of duty as such by the vote of co-owners representing a majority of the total of Lots at any regular or special meeting duly called and convened of the Council of Co-Owners. The vacancy created by such removal may be filled by the Council of co-Owners at the meeting at which such director was removed. The term of any Director who becomes more than sixty (60) days delinquent in assessments shall be automatically terminated.

ARTICLE IV: BOARD OF MANAGERS AS TRUSTEE

The Board of Managers shall elect, from its members:

A. A President and Chairman, who shall be the chief administrative officer of the Board; shall execute contracts and agreements in the name and behalf of the Board when directed by the Board; shall preside at all meetings and shall perform such other duties as the chief administrative officer as the Board may, from time to time, direct;

B. A Vice President and President Elect, who shall, in the absence or disability of the President, preside at all meetings and perform all duties of the President;

C. A Secretary, who shall keep the minutes of all meetings and proceedings of the Council of Co-Owners and of the Board of Managers. He or she shall attend to the giving and serving of all notices to the co-owners of meetings of the Council of Co-Owners, and to the Directors at meetings of the Board of Managers. He or she shall keep all other records of the Council of Co-Owners and of the Board. An Assistant Secretary may also be elected to perform the duties of the Secretary when the Secretary is absent; and

D. A Treasurer, who shall have the custody of all property of the Board, including funds, securities, evidences of indebtedness, books, assessment rolls and accounts of the co-owners. He or she shall keep the books in accordance with good accounting practice, and he or she shall perform all other duties incident to the office of Treasurer.

No compensation shall be paid to any administrator or officer for services as such, except upon approval by the Council of Co-Owners. This provision shall not preclude, however, the Board of Managers from employing an independent contractor for the above services or employing an officer or administrator as an employee of the Association, such as a manager or as a bookkeeper, auditor, attorney, or the like.

Depository. All monies and funds of the Board of Managers shall be deposited in such bank or banks as may be designated from time to time by the Board of Managers. Withdrawals of monies from such accounts in banks shall be only by checks or drafts signed by such persons or as are authorized by the Board of Managers.

A review of the accounts and books of the Board of Managers shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each co-owner not later than six (6) months after the close of the fiscal year.

Fidelity Bonds may be required by the Board of Managers covering all officers and employees of the Board and any agents or managers handling or responsible for funds of the Board of Managers for assessments made of members. The amount of such bond or bonds shall be determined by the Board of Managers but shall be at least in the amount of the total annual assessments against members for common expenses. Premiums on such bonds shall be paid by the Board of Managers from the maintenance fund.

Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of meetings of the Council of Co-Owners and of the Board of Managers, subject

to any paramount provisions of the statutes of Tennessee and provisions of the Declaration, including these By-Laws.

Officers shall serve for a period of one (1) year, or until their successors are elected.

ARTICLE V: POWERS OF THE BOARD OF MANAGERS

In addition to the rights, powers and duties conferred upon the Board of Managers by the Declaration, the laws of Tennessee and by other provisions of these By-Laws and without in anywise limiting the same, the Board of Managers shall have the following additional and cumulative rights, powers and duties:

A. To hold title and possession to funds and property, including the maintenance funds and other assessments and including title to any purchased Lot or purchased leasehold interest pursuant to the options hereinabove conferred, as trustee for the use and benefit of the co-owners of Lots:

B. To make and collect maintenance fund assessments against members to defray the costs of the Association, including without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating, and administering the Property of the Association and of engaging all necessary services and employees therefore;

C. To make and collect Lot purchase assessments in proper cases and to exercise options to purchase, where deemed in the best interest of a majority of co-owners, to consummate such purchases and to take title as trustees to the Lot purchased for the benefit of the other co-owners;

D. To use the proceeds of assessments in the exercise of its powers and duties;

E. The maintenance, repair, replacement, operation and administration of the Association property, including buildings, which includes but not limited to a reason-

able right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the property maintenance and operation of the project;

F. The reconstruction of improvements after casualty and the further improvement of the property, including buildings and the common areas;

G. To make and amend regulations respecting the use of the property in the Development, including the buildings and the common areas;

H. To approve and disapprove proposed purchasers, lessees and mortgagees of Lots in the manner allowed by the Declaration and By-Laws, and to exercise options in proper cases;

I. To enforce by legal means, or otherwise, the provisions of the Declaration, including By-Laws and the regulations for the use of the property in the development;

J. To contract for the management of the Association property and to delegate to such manager the management duties of the Board of Managers, to be performed by such manager under the supervision of the Board of Managers;

K. To pay any taxes and assessments which are liens against any part of the Association property other than individual Lots and the appurtenances thereto and to assess the same against the Lot subject to such liens; to oppose the levying of any such taxes;

L. To carry insurance for protection of the Board of Managers against casualty and liabilities;

M. To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to owners of individual Lots; and

N. To grant permits, easements and licenses over the common areas for utility and roads, and other purposes necessary or useful for the proper maintenance and operation of the project;

O. To employ personnel for reasonable compensation to perform the services rendered for proper administration of the Association, including without limitation, auditors, attorneys, bookkeepers, and managers.

ARTICLE VI: CONSTRUCTION

These By-Laws are intended to be read in conjunction with the Declaration, and if there is any conflict between the By-Laws and the said Declaration, the Declaration shall control.

This ___ day of February, 2010.

Exhibit C

RULES AND REGULATIONS

1. No part of the property shall be used for other than residential purposes, with the exception that the Developer, and its agents, shall not be limited to such uses. Notwithstanding the forgoing the developers shall be permitted to have a model home/ office/ sales center.
2. Each Lot Owner shall be obligated to maintain and keep in good order and repair his own Lot in accordance with the provisions of the By-Laws.
3. Lot Owners shall not cause or permit anything to be hung or displayed outside windows. Owners may hang window treatments on the inside of windows. Seasonal lights or candles may be placed on the inside of windows. A wreath may be placed on the front door. No sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Managers. Signs designating each Lot by number (and occupant, where applicable) shall comply with the design criteria established by the Board of Managers. Notwithstanding the foregoing, Lot Owners whose floor plans allow deck options shall be entitled to construct an exterior deck only within the pad (Lot) boundary. No decks or stairs shall be placed or constructed that diminish the privacy of an adjoining Lot. All decks constructed pursuant to this section shall be constructed at the sole expense of the Lot Owner, shall be constructed by a licensed contractor, shall be constructed of such materials approved by the Board of Managers, and stained or painted in accordance with the approval of the Board of Managers.
4. No animals or reptiles of any kind shall be raised, bred, or kept in any Lot or in the common areas without the express written consent of the Board of Managers which shall be entitled to grant or withhold consent in its sole discretion; provided, however, that Lot owners may keep not more than three (3) pets of either dogs and/or cats (for a total of three (3) animals) as long as such pets do not cause a nuisance or otherwise offend the other Lot owners and further provided that the pet owners comply with the rules and regulations of the Board of Managers. The Board of Managers shall have the right, in its sole discretion, to revoke its consent, once given, to the keeping of an animal in any Lot. In no event shall any animal be permitted in any portion of the common areas unless carried or on a leash. Owners shall clean up after their pets.
5. No noxious or offensive activity shall be carried on in any Lot, or in the common areas, nor shall anything be done therein, either willfully or negligently,

which may be or become an annoyance or nuisance to the other Lot Owners or occupants. No Lot Owner shall make or permit any disturbing noises in the buildings by himself, his family, servants, employees, agents, visitors, licensees or pets nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Lot Owners.

6. No industry of any kind shall be conducted, maintained or permitted on any part of the property. No "For Rent" or "For Lease" signs or other window displays or advertising may be maintained or permitted on any part of the property or on any Lot therein nor shall any Lot be used or rented for transient, hotel or motel purposes. The right is reserved by the Developer, Board of Managers, or Lot Owners, to place "For Sale" signs on properties for sale, and the right is hereby given to any mortgagee, who may become the owner of any Lot, to place such signs on any Lot owned by such mortgagee, but in no event will any such sign be larger than two (2') feet by three (3') feet.
7. Each Lot Owner shall keep his Lot in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
8. All radio, television or other electrical equipment of any kind or nature installed or used in each Lot shall fully comply with all rules, regulations, requirements or recommendations of the Tennessee Board of Fire Underwriters and the Public authorities having jurisdiction, and the Lot Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Lot. No external antennas of any type shall be permitted. External satellite dishes may be installed with the prior written approval of the Board, which shall be given in its sole discretion.
9. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers of the Association.
10. No garbage cans shall be stored such that they are visible from the road. Nothing shall be hung from balconies, decks, deck rails, windows, or placed upon exterior window sills.
11. No maintenance or repair of automobiles shall take place on the streets. Only minor maintenance and washing and waxing of automobiles shall be permitted in the driveways of Lots. The parking area shall not be used for any purpose other than to park automobiles and small ($\frac{3}{4}$ ton or less) pick up trucks. The parking lot shall not be used for vehicle repairs, or parking commercial vehicles

or trailers, recreational vehicles, boats, or boat trailers. No disabled vehicle shall be permitted to remain in the parking area or any other common area. Vehicles shall only be parked on paved or hard surface areas.

12. Lot Owners shall not cause or permit any unusual or objectionable odors to be produced upon or to emanate from their Lots.
13. No Lot Owner or occupant or any of his agents, servants, employees, licensees or visitors shall at any time, bring into or keep in his Lot any flammable, combustible or explosive fluid, material, chemical or substance except for natural gas or LP gas in approved containers or transmission lines.
14. If any key or keys are entrusted by a Lot Owner to occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers, whether for such Lot or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such Lot Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
15. Requirements for all New Construction:
 - a. **Homes:** No mobile homes or homes with a title shall be permitted.
 - b. **Garages:** All residences shall have a minimum of a single car main level garage.
 - c. **Landscaping:** All front yards and side yards shall be sod and shall have a sprinkler system located in both the front and side yards. Rear yards may be seeded. Minimum landscaping allowance for plant material shall be \$2,000.00.
 - d. **Exterior Materials:** All exterior materials shall be of high quality. The front of all cottages and any side of a cottage facing a street must be at least eighty percent (80%) brick, stone, or other approved materials. The sides and rear may have vinyl siding. Foundations shall be faced with brick or stone. No exposed block shall be permitted. No log type structures or siding shall be permitted. Roofs shall have a minimum slope of 7:12 and be covered with Architectural Shingles, or other roofing materials approved by the Board of Managers, with at least a twenty five (25) year warranty. However, areas of architectural interest or porches may have a slope of not less than 3:12.
 - e. **Size:** Residences shall have not less than 1,390 square feet of living area on the main level and a minimum of two (2) bedrooms and two (2) bathrooms.

All living areas, except sunrooms and basements shall have a minimum 9' ceiling height. Residences shall be either one (1) level or one (1) level with a basement. No two (2) story or story and a half construction shall be allowed.

f. Driveways: Each improved Lot shall have a driveway constructed of concrete. All driveways shall be a minimum of sixteen feet (16') in width.

g. Utilities: Each improved Lot shall have its own connection to Johnson City water and sewer. All utilities shall be underground.

h. Construction: Construction shall be completed within ten (10) months of commencement and be performed by a State Licensed Contractor. Contractor shall use a dumpster or other collection device to keep construction debris contained on the job site. Contractor shall use rock on the job site to keep clay off the streets and shall sweep the streets as necessary to keep them clean. Construction activities that create noise shall not be performed on Saturday or Sunday. Construction vehicles shall not park in or block residents' driveways.

Exhibit D

**METES AND BOUNDS DESCRIPTION
FOR THE COMMON AREA FOR
THE COTTAGES AT WILLOW SPRINGS RESERVE
(UNITS 4-17 AND 27-35)**

Situate in the Eighth Civil District of Washington County, Tennessee and being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of Willow Springs Drive corner to Block A of the Villas at Willow Springs Reserve P.U.D. (Phase 1); thence with the line of the Villas at Willow Springs Reserve Phase 1 South 52 degrees 31 minutes 00 seconds West 225.47 feet to a point in the northerly right-of-way line of Trillium Trail; thence with said right-of-way line six courses as follows: North 36 degrees 40 minutes 00 seconds West 100.17 feet to a point; thence with a curve to the left having an arc of 58.61 feet, a radius of 325.00 feet, and a chord of North 41 degrees 50 minutes 00 seconds West 58.53 feet to a point; thence North 47 degrees 00 minutes 00 seconds West 170.12 feet to a point; thence with a curve to the left having an arc of 27.75 feet, a radius of 300.00 feet, and a chord of North 49 degrees 38 minutes 58 seconds West 27.74 feet to a point; thence North 52 degrees 17 minutes 56 seconds West 140.25 feet to a point; thence with a curve to the right having an arc of 9.10 feet, a radius of 300.00 feet, and a chord of North 51 degrees 25 minutes 48 seconds West 9.10 feet to a point corner to the Villas of Willow Springs Reserve P.U.D. (Phase 2); thence with the line of the Villas of Willow Springs Reserve Phase 2 three courses as follows: North 40 degrees 26 minutes 00 seconds East 134.79 feet to a point; thence North 52 degrees 49 minutes 00 seconds West 135.83 feet to a point; thence North 51 degrees 29 minutes 00 seconds West 121.47 feet to a point corner to Tract 3 of the Villas of Willow Springs Reserve P.U.D. (Phase 1); thence with the line of the Villas at Willow Springs Reserve Phase 1 North 40 degrees 19 minutes 31 seconds East 139.67 feet to a point in the southerly right-of-way line of Willow Springs Drive; thence with said right-of-way line five courses as follows: with a curve to the left having an arc of 115.32 feet, a radius of 275.00 feet, and a chord of South 47 degrees 59 minutes 12 seconds East 114.48 feet to a point; thence South 60 degrees 00 minutes 00 seconds East 285.91 feet to a point; thence with a curve to the right having an arc of 159.59 feet, a radius of 275.00 feet, and a chord of South 43 degrees 22 minutes 30 seconds East 157.36 feet to a point; thence South 26 degrees 45 minutes 00 seconds East 236.54 feet to a point; thence with a curve to the left having an arc of 39.15 feet, a radius of 325.00 feet, and a chord of South 30 degrees 12 minutes 04 seconds East 39.13 feet to the BEGINNING, containing 4.219 acres more or less as shown on plat of survey entitled "The Cottages at Willow Springs Reserve (Units 4-17 & 27-35)." Excepted from this description is the building pad for units 4-17 and 27-35 comprising of 1.656 acres more or less. The total acreage for the common area of this section is 2.563 acres more or less.

**METES AND BOUNDS DESCRIPTION
FOR THE COMMON AREA FOR
THE COTTAGES AT WILLOW SPRINGS RESERVE
(UNITS 48-65)**

Situate in the Eighth Civil District of Washington County, Tennessee and being more particularly described as follows:

BEGINNING at a point at the intersection of the westerly right-of-way line of Willow Springs Drive with the intersection of the northerly right-of-way line of Greenwood Drive; thence with the northerly right-of-way line of Greenwood Drive South 66 degrees 51 minutes 40 seconds West 371.91 feet to a point, corner to Lone Oak Christian Church; thence with the line of Lone Oak Christian Church two courses as follows: North 36 degrees 39 minutes 45 seconds West 512.60 feet to a point; thence North 46 degrees 46 minutes 30 seconds West 295.78 feet to a point, corner to the Villas at Willow Springs Reserve P.U.D. (Phase 3); thence with the line of the Villas at Willow Springs Reserve Phase 3 North 43 degrees 13 minutes 30 seconds East 135.28 feet to a point in the westerly right-of-way line of Trillium Trail; thence with said right-of-way line eight courses as follows: South 52 degrees 17 minutes 56 seconds East 50.30 feet to a point; thence with a curve to the right having an arc length of 23.12 feet, a radius of 250.00 feet, and a chord of South 49 degrees 38 minutes 58 seconds East 23.11 feet to a point; thence South 47 degrees 00 minutes 00 seconds East 170.12 feet to a point; thence with a curve to the right having an arc length of 49.60 feet, a radius of 275.00 feet, and a chord of South 41 degrees 50 minutes 00 seconds East 49.53 feet to a point; thence South 36 degrees 40 minutes 00 seconds East 135.17 feet to a point; thence with a curve to the left having an arc length of 196.35 feet, a radius of 125.00 feet, and a chord of South 81 degrees 40 minutes 00 seconds East 176.78 feet to a point; thence North 53 degrees 20 minutes 00 seconds East 125.00 feet to a point; thence with a curve to the right having an arc length of 39.27 feet, a radius of 25.00 feet, and a chord of South 81 degrees 40 minutes 00 seconds East 35.36 feet to point in the westerly right-of-way line of Willow Springs Drive; thence with said right-of-way line three courses as follows: South 36 degrees 40 minutes 00 seconds East 149.55 feet to a point; thence with a curve to the right having an arc length of 68.58 feet, a radius of 230.00 feet and a chord of South 28 degrees 07 minutes 30 seconds East 68.32 feet to a point; thence South 19 degrees 35 minutes 00 seconds East 130.34 feet to the BEGINNING, containing 4.79 acres more or less as shown on plat of survey entitled "The Cottages at Willow Springs Reserve (Units 48-65)." Excepted from this description is the building pad for units 48-65 comprising of 1.35 acres more or less. The total acreage for the common area of this section is 3.44 acres more or less.

**METES AND BOUNDS DESCRIPTION
FOR THE COMMON AREA FOR
THE COTTAGES AT WILLOW SPRINGS RESERVE
(UNITS 67-74)**

Situate in the Eighth Civil District of Washington County, Tennessee and being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of Anthurium Avenue, corner to Lot 8 of Willow Springs Reserve; thence with the line of Lot 8 South 73 degrees 45 minutes 00 seconds East 125.19 feet to a point, corner to Lots 8 & 9 of Beechwood Court; thence with the line of Lot 8 of Beechwood Court South 16 degrees 10 minutes 30 seconds West 60.89 feet to a point, corner to TN-DEV, LLC; thence with the line of TN-DEV, LLC two courses as follows: South 16 degrees 10 minutes 30 seconds West 77.34 feet to a point; thence South 51 degrees 10 minutes 00 seconds West 419.77 feet to a point in the easterly right-of-way line of Willow Springs Drive; thence with said right-of-way line with a curve to the left having an arc length of 82.28 feet, a radius of 325.00 feet, and a chord of North 43 degrees 24 minutes 57 seconds West 82.06 feet to a point in the southerly right-of-way line of Anthurium Avenue; thence with said right-of-way line four courses as follows: with a curve to the right, having an arc length of 71.09 feet, a radius of 40.00 feet and a chord of North 00 degrees 14 minutes 57 seconds East 62.10 feet to a point; thence North 51 degrees 10 minutes 00 seconds East 291.48 feet to a point; thence with a curve to the left having an arc length of 121.88 feet, a radius of 200.00 feet and a chord of North 33 degrees 42 minutes 30 seconds East 120.00 feet to a point; thence North 16 degrees 15 minutes 00 seconds East 27.81 feet to the BEGINNING, containing 1.545 acres more or less as shown on plat of survey entitled "The Cottages at Willow Springs Reserve (Units 67-84)." Excepted from this description is the building pad for units 67-74 comprising of 0.595 acres more or less. The total acreage for the common area of this section is 0.95 acres more or less.

**METES AND BOUNDS DESCRIPTION
FOR THE COMMON AREA FOR
THE COTTAGES AT WILLOW SPRINGS RESERVE
(UNITS 75-84)**

Situate in the Eighth Civil District of Washington County, Tennessee and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Anthurium Avenue, corner to Lot 9 of Willow Springs Reserve; thence with said right-of-way line three courses as follows: with a curve to the right having an arc length of 54.09 feet, a radius of 150.00 feet, and a chord of South 40 degrees 50 minutes 13 seconds West 53.79 feet to a point; thence South 51 degrees 10 minutes 00 seconds West 336.64 feet to a point; thence with a curve to the right having an arc length of 48.05 feet, a radius of 40.00 feet, and a chord of South 85 degrees 35 minutes 00 seconds West 45.22 feet to a point in the easterly right-of-way line of Willow Springs Drive; thence with said right-of-way line two courses as follows: North 60 degrees 00 minutes 00 seconds West 207.56 feet to a point; thence with a curve to the right having an arc length of 195.56 feet, a radius of 225.00 feet, and a chord of North 35 degrees 06 minutes 02 seconds West 189.46 feet to a point, corner to Lot 23 Willow Springs Reserve; thence with the line of Willow Springs Reserve three courses as follows: North 87 degrees 00 minutes 00 seconds East 453.83 feet to a point; thence North 53 degrees 00 minutes 00 seconds East 88.77 feet to a point; thence South 53 degrees 00 minutes 00 seconds East 134.08 feet to the BEGINNING, containing 2.599 acres more or less as shown on plat of survey entitled "The Cottages at Willow Springs Reserve (Units 67-84)." Excepted from this description is the building pad for units 75-84 comprising of 0.759 acres more or less. The total acreage for the common area of this section is 1.84 acres more or less.

Exhibit E

(Next three (3) pages: PB 20 Page 243, PB 20, Page 243, and PB 20, Page 243)