

STATE OF TENNESSEE
COUNTY OF LOUDON

Prepared by:
Rachel Coon
304 Maclaren Way
Lenoir City TN
37772

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO CREEKSIDE
AT MACLAREN PLACE SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by ISS Holdings LLC., hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of all of certain real property in the County of Loudon, State of Tennessee, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

AND WHEREAS, Declarant is developing the above-described Property for single-family residential use to be known as Creekside at Maclaren Place (herein referred to as Creekside) and in connection therewith Declarant wishes to ensure the proper use, development and improvement of such Property so as to protect the Owners and Occupants of Lots therein by restricting the use of all Lots for purposes consistent with the overall development of Creekside Subdivision in an attractive and desirable manner and by encouraging the erection of attractive, harmonious and appropriately located permanent improvements.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

PREAMBLE

It is the intention of Declarant to create by this Declaration a framework within which Owners of Lots in Creekside shall have the right and ability to provide for and to ensure the proper use, development and improvement of their Lots through a property owners' association whose membership is limited to Owners of Lots within Creekside. It is the intent of Declarant that this Declaration shall at all times be construed so as to provide Owners of Lots in Creekside the greatest possible degree of self-governance possible, consistent with Declarant's ultimate goal of ensuring the orderly development of the Creekside community in an attractive and desirable manner of the benefit of all of its resident.

ARTICLE I DEFINITIONS

SECTION 1. "Creekside Homeowners Association", "Homeowners Association", and/or "Association" shall mean and refer to the Creekside at Maclaren Place Homeowners Association, its successors and assigns. The Creekside at Maclaren Place Homeowners Association shall be a not-for-profit corporation or association formed under the laws of the State of Tennessee by or at the direction of Declarant and having such by-laws as determined by Declarant as may be appropriate to carry out the purposes of the "Association" consistent with the requirements of this Declaration. Until such time as the "Creekside Homeowners Association" is formed, the Declarant shall carry out the functions of the "Creekside Homeowners Association" as set forth in this Declaration.

SECTION 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, or any portion thereof, which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Occupant" shall mean any person or entity who occupies, or who has the right to occupy, all or part of any Lot which is a part of the Property, whether such occupancy or right of occupancy is based on ownership, lease, license or easement.

SECTION 4. "Improvement" shall mean any structure or construction of any kind that alters the physical appearance of a Lot, including but no limited to, buildings, outbuildings, roads and driveways (other than those dedicated to public use), parking areas, fences, screening privacy lawns, landscaping and walkways located on Lots, together with any grading, landscaping or construction work or treatment done or applied to a Lot in connection therewith.

SECTION 5. "Building" shall mean and include, but shall not be limited to, both the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms, canopies, porches and outbuildings.

SECTION 6. "Property" shall mean and refer to that certain real property described in Exhibit A.

SECTION 7. "Common Area" shall mean all real property located within the property owned or maintained or to be owned or maintained by the "Creekside Homeowners Association" and specifically designated by Declarant as "Common Area," including but not limited to areas shown on any recorded plat as "Common Area" or as beautification or recreation easements, together with such facilities and improvements as may be constructed thereon, including but not limited to dams, lakes, ponds, water lines and equipment, roads and streets, detention and storm water structures, entrance walls, landscaping, lights and gates or other security facilities, for the common use and enjoyment of the members of the Association. The initial portions of the Common Area to be owned by the Association may be conveyed to the Association by Declarant at such time as it shall be determined by the Declarant, in the exercise of its sole discretion, that the "Creekside Homeowners Association" is able to maintain them. The Common Area also shall be deemed to include such additional property as Declarant may from time to time designate by filing a declaration to such effect in the public records of Loudon County, Tennessee and, if appropriate, by conveying the same to the "Creekside Homeowners Association". Further, the Common Area shall include other real or personal property acquired by the "Creekside Homeowners Association" in accordance with its by-laws if the same is designated as a part of the Common Area. Common Area may include any real property, with facilities and improvements constructed thereon, which is located within the Creekside development and which benefits the Property as defined in Exhibit A.

SECTION 8. "Member" shall mean and refer to every person entity who holds membership with voting rights in the "Creekside Homeowners Association".

SECTION 9. "Declarant" shall mean and refer to ISS Holdings, LLC its successors and assigns.

SECTION 10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or development plan of the Property with the exception of Common Area and streets and roads.

SECTION 11. "By-laws" shall mean the By-laws of the "Creekside Homeowners Association" as they now or may hereafter exist.

SECTION 12. "Architectural Committee" shall mean and refer to such individuals as Declarant may appoint, until all lots in Creekside at Maclaren Place shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents at which time shall mean and refer to those persons selected annually by the "Creekside Homeowners Association" to serve as members of the committee.

ARTICLE II PROPERTY RIGHTS

SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to those portions of the Common Area owned by the "Creekside Homeowners Association" which shall be appurtenant to and shall pass with the title to every Lot, whether or not referred to in any deed conveying title to any Lot, subject to the following provisions:

(a) the right of the "Creekside Homeowners Association" to suspend the voting rights of an Owner or Occupant for any period during which any assessment against his Lot remains unpaid.

(b) the right of the "Creekside Homeowners Association" to grant easements and rights of way across or beneath all or any part of the Common Area to any public agency, authority or utility.

(c) the right of the "Creekside Homeowners Association", in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and to mortgage, pledge or otherwise hypothecate any or all of its real or personal property as security for any such money borrowed.

SECTION 2. LEASES OF LOTS. Any permitted lease agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-laws of the "Creekside Homeowners Association" and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing for a term of not less than six (6) months, and shall not provide for the lease of less than the entire Lot and all improvements located thereon.

SECTION 3. DELEGATION OF USE. Any Owner may delegate, in accordance with the applicable by-laws of the "Creekside Homeowners Association", his rights of enjoyment of the Common Area and facilities to the members of his family, guests, his tenants, or contract purchasers, provided that every such delegee shall reside upon the Property or be accompanied by the Owner.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the "Creekside Homeowners Association". An Owner may assign in writing his membership and voting rights to an Occupancy upon such terms as the "Creekside Homeowners Association" may prescribe. Otherwise, membership and voting rights shall be

appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment; provided, however, that no such assignment shall affect the obligation of the Owner to pay the assessment described in ARTICLE IV hereof.

Each Owner of a Lot shall be entitled to voting rights consisting of one vote for each Lot, except as set forth below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall multiple Owners of a Lot be entitled to cast more than the one vote for that Lot.

The "Creekside Homeowners Association" shall have two classes of voting membership:

Class A Members shall be all Owners other than the Declarant; which shall be a Class B Member. The Class B Member shall be entitled to one vote for each Lot owned by it, plus one vote for each vote held by a Class A Member, plus one additional vote. The total vote of the Association's Members shall consist of the sum of the votes of all Class A Members and the votes of the Class B Member, with each Class A vote being equivalent to one Class B vote. Class B membership may, at the option of the Class B Member, be converted at any time to Class A membership.

SECTION 2. ASSOCIATION BOARD OF DIRECTORS. Following its incorporation, the business and affairs of the "Creekside Homeowners Association" shall be managed by a Board of Directors of not less than three (3) directors, each of whom shall be elected by a majority vote of the Members of the "Creekside Homeowners Association" in accordance with its by-laws. Directors may be, but shall not be required to be Members of the "Creekside Homeowners Association". No Director shall incur any liability whatsoever to any Member, Owner or Occupancy for any actions taken by such Director in good faith and within the scope of his or her authority in implementing or enforcing any provision of this Declaration.

ARTICLE IV
COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot or portion thereof, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the "Creekside Homeowners Association": (1) annual assessments or Dues; (2) special assessments for capital improvements, such assessments to be established as necessary and collected as hereinafter provided; (3) a pro rata share of ad valorem taxes levied against the Common Area; and (4) a pro rata share of assessments for public improvements to or for the benefit of the Common Area. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Lots owned by Declarant shall be subject to a lien for assessments, but the total amount of the assessments which Declarant shall be obligated to pay annually shall be the lesser of (1) the number of Lots owned by Declarant times the total assessments due for each Lot owned by an Owner other than Declarant; or (2) the difference between the total of assessments paid by all Owners other than Declarant and the total amount of funds to be expended annually, as determined by the Board of Directors of the "Creekside Homeowners Association", as the case may be, to carry out the purposes for which assessments are to be levied and collected pursuant to this Declaration.

The Declarant, pursuant to the plan of development for the subdivision, shall construct, or cause to be constructed, and, if deemed appropriate or necessary by Declarant, dedicated to public use, necessary streets and roads to the Lots and shall provide or cause to be provided,

either in the streets abutting a Lot or in reserved utility easements, water, sewer, electric, and telephone service to each Lot. The initial construction of such utility services to Lots shall be accomplished without cost or expense to the "Creekside Homeowners Association" and shall not be subject to the lien and assessments rights described herein.

SECTION 2. PURPOSE OF ASSESSMENTS

(a) The assessments levied by the "Creekside Homeowners Association" shall be used exclusively to promote the health, safety and welfare of the Owners and Occupants of the Property owned by its Members and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose or for maintenance of the Property and the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, maintenance of entrance areas, sidewalks and beautification easements, maintenance of landscaping and recreation areas, the maintenance of water and/or sewer lines and upon the Common Area, the procurement and maintenance of insurance in accordance with the by-laws, the payment of charges for any street lights located on the Property, the employment of attorneys and accountants to represent the "Creekside Homeowners Association" when necessary, garbage and refuse collection and such other needs as may arise. Assessments by the "Creekside Homeowners Association" also shall be used for the purpose of providing for the common maintenance of lawns and landscaping improvements located upon all Lots, it being the intention of Declarant that the total cost of all lawn and landscaping maintenance for Common Areas and lots shall be carried out on a contract basis by a single party or entity, with the cost thereof to be borne as a common expense of the "Creekside Homeowners Association" and paid for by funds collected through annual and/or special assessments.

(b) All moneys collected by the "Creekside Homeowners Association" shall be treated as the separate property of the "Creekside Homeowners Association", and such moneys may be applied by the "Creekside Homeowners Association" to the payment of any expense of operating and managing the property of the "Creekside Homeowners Association" and the Common Area, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the by-laws of the "Creekside Homeowners

Association". As moneys for any assessment are paid unto the "Creekside Homeowners Association" by any Lot Owner, the same may be commingled with moneys paid to the "Creekside Homeowners Association" by the other Lot Owners. Although all funds and common surplus, including other assets of the "Creekside Homeowners Association", and any increments thereto or profits derived therefrom shall be held for the benefit of the Members of the "Creekside Homeowners Association", no Member of the "Creekside Homeowners Association" shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a Member of the "Creekside Homeowners Association" by reason of his divestment of ownership of his Lot, by whatever means, the "Creekside Homeowners Association" shall not be required to account to such Owner for any share of the fund or assets of the "Creekside Homeowners Association" which may have been paid to the "Creekside Homeowners Association" by such Owner, as well as moneys which any Owner has paid to the "Creekside Homeowners Association" shall be and constitute an asset of the "Creekside Homeowners Association" which may be used in the operation and management of the property of the "Creekside Homeowners Association" and the Common Area and in carrying out the other responsibilities of the "Creekside Homeowners Association".

SECTION 3. ANNUAL AND SPECIAL ASSESSMENTS.

(a) For each Homeowner Lot, the annual HOA Dues for the calendar year shall not exceed \$2,000.00 per Lot. For Lot owners, the annual HOA Dues for the calendar year shall not exceed \$1,000.00 per Lot.

(b) Special annual assessments for the calendar year shall not exceed \$500.00 per Lot. The maximum annual HOA Dues for the calendar year commencing January 1, 2026 and for each calendar year thereafter shall be established by the Association Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed fifteen percent (15%) of the maximum annual HOA Dues of the previous year.

(c) The maximum annual assessment for the calendar year commencing January 1, 2025 and for each calendar year thereafter may be increased without limit by a vote of two-

thirds (2/3) of the votes cast by the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

- (d) In addition to the annual assessments authorized above, the "Creekside Homeowners Association" may levy, at any time during any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction, reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose, in accordance with the procedure set forth in Section 4 below.
- (e) In addition to any other assessments authorized above, the "Creekside Homeowners Association" may levy an assessment at any time during any assessment year an assessment to any individual Lot owner or owners for the purpose of defraying, in whole or in part the costs associated with noncompliance with any of the provisions of this declaration.

SECTION 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER

SECTION 3. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than seven (7) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

SECTION 5. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE

DATE. The annual assessments or Dues provided for herein shall be collected on an annual basis and shall commence as to each Lot on the first day of the first month following the conveyance of that Lot to an Owner by Declarant, with the assessment for the first year of ownership to be

prorated according to the portion of the year during which the Lot is owned by the Owner. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. The due date shall be established by the Board of Directors.

SECTION 6. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE "CREEKSIDE HOMEOWNERS ASSOCIATION". If any Owner or Occupant shall fail to pay assessments or other payments or to perform maintenance and repair or shall otherwise be in breach of this Declaration, then Declarant, after fifteen days prior written notice to such delinquent Owner or Occupancy, shall have the right, but not the obligation, to make such payments or perform such maintenance and repair or cure such default and to charge the delinquent Owner or Occupant with the amount or costs thereof, together with interest thereon at the rate of twelve percent (12%) per annum or two points over the prime rate as published by a majority of the major banks, whichever is greater, from the date of advancement of funds to the date of reimbursement by the Owner or Occupant. If the prime rate should cease to be published, Declarant or the "Creekside Homeowners Association" shall designate in writing a comparable substitute rate. In addition to the foregoing, Declarant or the "Creekside Homeowners Association" may impose an additional late fee of \$25 for each month during which any assessment due from any Owner or Occupant remains unpaid.

The Owner of each Lot shall be primarily liable and the Occupant, if any, secondarily liable for the violation or breach of any covenant, condition, or restriction herein contained. Violation or breach of any covenant, condition or restriction herein contained shall give to Declarant or the "Creekside Homeowners Association", following fifteen (15) days written notice to the Owner or Occupant in question except in exigent circumstances, the right, privilege, and license to enter upon the Lot where said violation or breach exists and to summarily abate and remove, at the expense of the Owner or Occupant thereof, any improvement, structure, thing, or condition that may be or exist thereon contrary to this Declaration. No such entry by Declarant or the "Creekside Homeowners Association" or their agents shall be deemed a trespass, and neither Declarant or the "Creekside Homeowners Association" nor their agents shall be subject to liability to the Owner or Occupant of said Lot for such entry and any action taken to remedy or remove a violation. The cost of such action shall be charged to the Owner or Occupant as prescribed above.

SECTION 7. CREATION OF LIEN. Both the amount of any past due assessment and the cost of any payment, maintenance, repair abatement, remedy, or removal undertaken under this Article IV shall be a binding personal obligation of the Owner or Occupant in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided for in this section shall not be valid as against a bona fide purchaser or mortgagee for value of the Lot in question unless either (i) a suit to enforce said lien shall have been filed and a notice of lis pendens shall have been recorded in Loudon County, Tennessee, or (ii) a Statement of Lien setting forth the amount of such lien (except for interest and costs of collection which may continue to accrue) shall have been recorded and indexed with the mortgage records for Loudon County, Tennessee, prior to the recordation of the deed or mortgage conveying or encumbering the Lot in question to such bona fide purchaser or mortgagee, respectively. The lien shall cover the amount of the assessment, payment, cost or expense incurred by Declarant or the "Creekside Homeowners Association", interest as set forth in Section 6, and the costs of collection or enforcement of the lien, including reasonable attorneys' fees and the cost of any title search incident to enforcement.

Declarant or the "Creekside Homeowners Association" is hereby designated as attorney-in-fact for each Owner for the purposes of executing and recording a Statement of Lien as contemplated by this Section. Each Owner, by purchasing property subject to this Declaration, irrevocably consents for himself and his heirs, successors or assigns to the filing of a Statement of Lien by the Declarant or the "Creekside Homeowners Association" and consents to the recording and indexing of such Statement of Lien against Owner in the mortgage books and records of Loudon County, Tennessee.,

SECTION 8. CURE. If an assessment or default for which a notice of lis pendens or Statement of Lien was filed is paid in full and cured, Declarant or the "Creekside Homeowners Association" shall file or record a cancellation or rescission of such notice or Statement, upon payment by the defaulting Owner of the costs or preparing and filing or recording such cancellation or rescission, and other reasonable costs, interest, or fees that have been incurred.

SECTION 9. NONEXCLUSIVE REMEDY. The foregoing lien and the rights to foreclose there under shall be in addition to, and not in substitution for, all other rights and

remedies that any party may have hereunder, including a suit at law or equity or in any applicable administrative forum to enjoin any violation hereof or to recover damages for any violation or unpaid assessments. Upon creation of the "Creekside Homeowners Association"s, each shall also have all the same rights and remedies prescribed for Declarant under this Article, but Declarant also shall have all such rights and remedies in its own name for so long as Declarant retains its Class B membership in an Association. If successful in any such action, Declarant or the "Creekside Homeowners Association" may recover from the defaulting Owner expenses incurred in said enforcement proceedings, including reasonable attorneys' fees.

Upon failure of the Declarant or the "Creekside Homeowners Association" to take effective action to enforce any provision contained herein against an Owner who is in breach or violation of this Declaration within a reasonable time after having been requested to take such action by any other Owner, then any Owner may bring an action in law or equity or in any applicable administrative forum to enforce the provisions hereof and, if successful, may recover from the defaulting Owner expenses incurred in said enforcement proceedings, including reasonable attorneys' fees.

SECTION 10. FAILURE TO ENFORCE IS NO WAIVER. The failure of Declarant or the "Creekside Homeowners Association" to enforce any requirement, restriction, or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases nor of the right to enforce any other requirement, restriction or standard.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein on any Lot shall be subordinate to the lien of any first mortgage or deed of trust on such Lot. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section.

ARTICLE V ARCHITECTURAL CONTROL

SECTION 1. PURPOSE. The external design, appearance, use, location and maintenance of the Property and of improvements thereon shall be regulated in the manner hereafter described so as to preserve the enhanced values and to maintain a harmonious relationship among structures and the natural vegetation and topography of the Property.

SECTION 2. CONDITIONS. No improvements, alterations, repairs, change of paint colors, plantings, excavations, changes in grade or other work which in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state shall be made or done without the prior written approval of the "Architectural Committee" established pursuant to this Declaration. No improvement or other structure shall be commenced, erected, maintained, altered or removed without the prior written approval of the "Architectural Committee".

SECTION 3. "Architectural Committee" Declarant shall designate two or more persons to serve as a "Architectural Committee" for the express purpose of insuring compliance with the provisions of this Article. In the event any member of the Committee should, in Declarant's opinion, for any reason cease to be able to perform his duties properly, a replacement shall be selected by Declarant.

SECTION 4. DESIGN APPROVAL PROCESS.

(a) Submittal of preliminary drawings and materials selected for exterior use is required during the schematic design phase of each residence. This submittal is intended to help prevent the possible rejection of final plans and drawings by identifying potential problems at the earliest possible stage and to minimize delays associated with resubmittal of corrected plans to the "Architectural Committee". The minimum documents required for such preliminary submittals are:

- (1) preliminary plans of each level of the residence
- (2) an exterior view of the front elevation
- (3) a preliminary plan of the siting of the residence showing drive location and proposed configuration
- (4) a list and description of exterior building materials, including type and color

The required final plans and submittal shall consist of drawings, in a 1/8th scale or larger, and shall contain, at a minimum:

- (1) front, rear and side elevations

- (2) floor plan
- (3) the area of heated floor space
- (4) exterior building material to include manufacturer, color and texture
- (5) exterior trim color
- (6) site plan showing (on a scale of one to fifty or larger) foundation of all structures, walks, driveways, fences and drainage and sediment and erosion control plans.
- (7) landscaping plan of front yard, side yards and rear yards including external lighting
- (8) estimated completion dates of all construction and improvements
- (9) special treatment required to alleviate problems anticipated due to changes in topography

(b) In order to prevent duplication of building or improvements to be constructed in this subdivision and to carry out the intent of this Declaration, the committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its exterior features so similar to an existing building or improvements as to be considered a substantial duplication. The "Architectural Committee" shall further have the right to refuse to approve any plans or specifications for buildings or improvements, plot plans or landscape or recreational plans, taking into consideration such factors as it may deem appropriate, including but not limited to the suitability of the proposed building or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, what effect it will have on other residences already constructed and what effect it will have on the outlook adjacent or neighboring property. The foregoing considerations, and in particular, the harmony of the overall development, shall be of paramount importance in the review of all plans, and the "Architectural Committee" may reject plans which it feels are not appropriate for any of the above reasons, regardless of the aesthetic merit of such plans when considered individually. If a builder who has previously constructed a residence in Creekside wishes to repeat a plan or to construct another residence with a plan substantially similar to an existing residence, he must

cause to be listed on the application for approval submitted to the "Architectural Committee" all Lots within Creekside on which the proposed residence or one substantially similar has been built previously.

(c) In the event that the Committee fails to approve or disapprove final plans which comply with the requirements of subsection (a) above within forty-five (45) days after they have been submitted to it, approval of the "Architectural Committee" will be conclusively presumed and this covenant will be deemed to have been fully complied with.

(d) Application for approval as required herein shall be made to the "Architectural Committee" at 518 Maclaren Way, Lenoir City, Tennessee, or such other address as Declarant or the Committee may hereafter designate, and at the time such application is made, the building plans, specifications, plot plans and landscape or recreational plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the "Architectural Committee" and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

(e) Upon the approval by the "Architectural Committee" of any proposed construction or alteration, the "Architectural Committee" shall issue to the applicant a written permit. No construction or alteration including clearing, grading, or site work of any kind shall be carried on until and unless such permit is obtained. If construction based upon the approved plans has not commenced within six (6) months of the date of issuance of the permit, all plans must be resubmitted in their entirety for approval by the "Architectural Committee" there has been no change in circumstances which would warrant disapproval or modification of the resubmitted plans.

(f) Neither declarant nor any member of the "Architectural Committee" shall be responsible or liable in any way for any defects in any plans or specification approved by the Architectural Committee, or for any structural defects in any

work done according to such plans and specifications approved by the Architectural Committee. FURTHER, APPROVAL OF PLANS AND SPECIFICATIONS BY THE ARCHITECTURAL COMMITTEE SHALL NOT BE DEEMED TO REPRESENT OR WARRANT TO ANY PERSON THAT THE PLANS AND SPECIFICATIONS COMPLY WITH APPLICABLE CODES AND LAWS, NOR THE QUALITY, FUNCTION, OR OPERATION OF THE STRUCTURE OR OF ANY CONSTRUCTION, WORKMANSHIP, ENGINEERING, MATERIALS OR EQUIPMENT. Neither declarant nor any member of the Architectural Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other person having interest in any of the property be reason of mistake in judgement, negligence, misfeasance or nonfeasance arising out of or in connections with the approval or disapproval or failure to approve or disapprove any such plans or specifications. By submission of such plan and specifications to the "Architectural Committee" every owner of any lot releases and agrees to hold harmless and to defend Declarant and any member of the Architectural Committee from any such alleged liability, claim and/or damage including attorney's fees.

(f) The "Architectural Committee" is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any building or improvement minor violations of any provisions of these restrictions relating to set back, location, size of improvements or similar matters if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship and to waive or vary the provisions of this Article or other provisions of this Declaration relating to use of the Property if, in the opinion of all members of the "Architectural Committee" such waiver or variance would not be inconsistent with the intent and purpose of this Declaration. This shall include the right to approve the re-cutting of Lots provided no additional building Lot is created. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

- (g) All builders and Owners shall be held responsible for the acts of their employees, subcontractors, suppliers, and other persons or parties involved in constructions or alteration of a structure. In this regard, a builder or owner shall be responsible for but not limited to the following:
- a. All residential buildings must be completed in a workmanlike manner and the construction site at all times must be kept clean and free of debris and waste materials, and that stockpiles of materials are kept in a neat and orderly fashion. Each building site shall be kept in good appearance at all times. The construction area shall be policed and kept free of debris at the end of each day.
 - b. Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well being of other personnel on the site or affect the quality of workmanship.
 - c. Maintain workers' compensation insurance. Carrying a policy of general liability insurance with a coverage limit of at least one million dollars(\$1,000,000). Maintain an umbrella liability insurance policy with a minimum coverage limit of one million dollars (\$1,000,000) Proof of insurance coverage must be provided upon request and kept current throughout the term of the contract.
 - d. Ensuring that the aforementioned do not commit any violation of the rules and regulations of the Declarant and of the Association.
 - e. Ensuring that as soon as reasonably possible but no later than when the foundation for the structure is poured, all driveways on the construction site are sufficiently graveled, a portable toilet is available and used by the construction workers and any mud or any debris caused by the construction are removed from the adjoining roadways. Further silt fences shall be installed to keep silt, mud or other debris off of the streets, off of adjacent lots, and off of common property.
 - f. No burning, dumping, or burial of any kind is permitted and each builder shall place a trash receptacle on the lot at least 20 feet from the street or as otherwise required or approved by the "Architectural Committee".

g. Obnoxious or loud music and behavior shall not be permitted on the construction site.

(h) A refundable road damage deposit of \$5000.00 shall be required for any construction, renovation, or other activities that may result in potential damage to community roads or infrastructure. The deposit must be paid in full to the Creekside at Maclaren Place HOA prior to the commencement of the activity.

(i) Upon completion of the activity, the roads and infrastructure will be inspected by the Architectural Committee. If no damage is found, the full deposit will be refunded within 30 days of the inspection. If damage is identified, the cost of repairs will be deducted from the deposit, and any remaining balance will be refunded. If the cost of repairs exceeds the deposit amount, the responsible party will be billed for the additional costs.

(j) Exemptions

Activities deemed to pose minimal or no risk to roads, as determined by the HOA Board, may be exempt from the deposit requirement at the Board's discretion. Enforcement Failure to comply with this section may result in the suspension of the activity and/or additional penalties as determined by the HOA Board.

(h) In the event construction of any building or improvement is commenced on any Lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause shown, or should any building or improvement remain unfinished for a period of nine (9) months from the date construction began, without just cause shown, then and in either event the "Architectural Committee" shall have (1) the authority to complete the structure at the expense of the Owner and shall have a lien against the lot and all Improvements to the extent of any moneys expended for said completion but said lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Committee shall have the right to contest the validity and amount of such liens) or (2) the authority to remove the improvements for the Lot and the expense of said removal shall constitute a lien against the Lot, which lien shall be subordinate to the lien of any prior recorded mortgage or mechanics' lien. Said liens shall be foreclosed in the same manner as the procedure set forth in ARTICLE IV for the foreclosure of liens for assessments. No action shall be taken under this paragraph without

notice to any mortgagee or other lien holder of the proposed action to be taken and to give ten (10) days in which to allow Owner to show cause, if any he can, why the "Architectural Committee" should not take action under this paragraph.

(i) When 75% of the numbered Lots have been sold by Declarant, Declarant will turn over the functions of the "Architectural Committee" to the "Creekside Homeowners Association". The "Creekside Homeowners Association" shall thereafter appoint the "Architectural Committee".

(j) Each Lot Owner and his contractor, subcontractor, and other agents shall take full responsibility for controlling surface water run off and sediment which may adversely affect any other property. Plans to control said run off and sediment must be submitted to the "Architectural Committee" along with other required plans. Notwithstanding any plans as may be submitted, the "Architectural Committee" may make additional reasonable requirements of Lot Owners to prevent or control excess run off or sediment during construction or thereafter. However, responsibility for the surface water run off will be that of the Lot Owner and not that of the "Architectural Committee" or the "Creekside Homeowners Association".

(k) During the construction process of a structure, the Architectural Committee, its agents, and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and structure thereon for the purpose of ascertaining whether the installation, construction, or alteration of any structure or the use of lot or structure is in compliance with the provisions of this Declaration; and the Architectural Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry of inspection.

Violations

If any structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the "Architectural Committee" pursuant to the provisions of the Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of the Article and without the approval required herein. If in the opinion of the "Architectural Committee" such violation shall have occurred, the Architectural Committee shall be entitled and empowered to enjoin or remove any such construction. Any cost and expenses incurred by the Architectural Committee in enjoining or removing any construction or improvements shall be added to and become a part of the assessment to

which the Owner of such a structure and his or her Lot are subject, and shall be subject to the a lien for such cost against said Lot.

ARTICLE VI

USE AND IMPROVEMENTS RESTRICTIONS

SECTION 1. GENERAL DESIGN GUIDELINES. The following general design guidelines, and the use restrictions in Section 2 below are incorporated in this Declaration to provide Owners and Owners' architects with adequate information as to some of the specific requirements and restrictions by which plans and drawings for proposed residences will be reviewed by the "Architectural Committee". The main purpose for establishing these guidelines and restrictions is to ensure the quality and consistency of the development, and they are not intended to impose undue restrictions on creativity of design and siting of residences. Additionally, the guidelines and restrictions apply only to the overall aesthetics and appearance of structures and are not inclusive of all local building codes and regulations, compliance with which is the responsibility of each Owner. Interior design, interior material selections, colors, window treatments (except as noted), etc., also are excluded, and these selections are left to the discretion of the Owner.

The exterior treatment of any new residence shall follow these guidelines and restrictions to create a harmonious and consistent architectural appearance, both in proportioning and material selection. The architectural "style" shall be traditional in approach; however, a residence is not required to be a "period" house in every detail (i.e., Georgian, Williamsburg, etc.). Declarant considers this approach desirable to create a community of homes which are individual in character but which will blend to provide a consistent or planned look for the overall development.

Declarant anticipates that approved materials for installation on exterior walls of residences shall be predominantly brick, stucco or wood siding. Vinyl or metal siding is not permitted, however vinyl or metal facia, soffit and frieze will be allowed. These materials are selected to allow for some individual preference, but are limited to provide for the consistency of

appearance discussed above. Colors of exterior materials should be submitted for approval by the "Architectural Committee" at as early stage as possible.

Roof slopes for all roofs shall be at a minimum of eight in twelve. Excluded from this requirement are small roof areas (i.e., above bay or bow windows), and roofs on the rear of houses which may have a shallower slope. Roof shingles shall be the black or brown architectural type. No wood shakes or shingles will be acceptable.

Interior window treatments and coverings shall be of materials which are not objectionable in color or design as observed from the exterior of the residence. No temporary covering of windows shall be allowed at any time. Window shading or reflective coatings will need to be approved by Architectural Committee.

In reviewing plans for any residence and other improvements on any Lot, the "Architectural Committee" will give equal consideration to the front and rear elevations of the residence and other improvements in order to ensure an acceptable appearance of the Lot, residence and other improvements when viewed from the rear as well as from the street.

SECTION 2. USE OF PROPERTY. Each Lot and the residence and improvements thereon and the Common Area and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the by-laws:

(a) All buildings and the Common Area and facilities shall be used for residential and related common purposes. Each Lot may not be subdivided and shall be used as a single-family residence and for no other purpose, except that the Declarant and others approved and designated by Declarant may use one or more Lots or residences for offices and/or model residences for sales purposes. No residence shall be constructed which does not contain a minimum of 1700 square feet of enclosed heated living space. The minimum square feet on the first floor of any two-story residence or one-and one-half story residence shall be 1200 square feet of enclosed heated living space. Each residence also must be oriented so that the front door faces the street, and shall be set back from the front, side and rear property lines at least the minimum number of feet required by the set back lines shown on any recorded subdivision

plat of the Property. Each Lot will have a building area defined by the front and rear set backs and by side set backs which will be shown on recorded subdivision plats of the Property.

(b) No Owner shall do or keep anything, nor cause or allow anything to be done or kept, in his residence or on the Common Area and facilities which will result in any increase in the premiums for or the cancellation of insurance on any portion of the Property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Area and facilities.

(c) No immoral, improper, offensive or unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the "Creekside Homeowners Association", whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Nothing shall be done in or to any residence or in, to, or upon any of the Common Area and the facilities which will impair the structural integrity of any building, residence, or portion of the Common Area and facilities or which would impair or alter the exterior of any building or portion thereof, except in the manner provided in this Declaration.

(e) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the Property, except that the Declarant or those designated by Declarant may use of any Lot or residence for sales or display purposes.

(f) No Owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any residence, building or any portion of the Common Area and facilities, except as may be allowed by the "Architectural Committee", provided, however, that the Declarant, any Owner and any mortgagee who may become the Owner of any Lot, or their respective agents, may place on any Lot a standard "For Sale" sign, the form of which shall be specified by the "Architectural Committee" for uniform use throughout the Property.

(g) No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Area and facilities except at the direction of and with the express written consent of the "Creekside Homeowners Association".

(h) The Common Area and facilities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the residences, subject to any rules or regulations that may be adopted by the "Creekside Homeowners Association" pursuant to its by-laws.

(i) Front-loading garages shall be allowed, subject to approval of plans by the "Architectural Committee". An automatic opening and closing device shall be required for each garage door, and all garage doors shall remain closed except when automobiles are entering or leaving the garage. Any camper, boat, or trailer or any vehicle or item not in daily use placed upon any Lot by the Owner must be stored at all times behind the closed doors of the garage for such Owner's residence. No such items(s) shall be placed elsewhere on any Lot on which there shall not be a garage except for brief periods reasonably necessary to load or unload them, and no repairs to such items shall be conducted upon any Lot except in the garage.

(j) Any and every container used to store garbage, refuse and debris until collected by public or private waste disposal service shall be stored on each lot so that it shall be out of sight from all streets. The container shall be concealed within building; be concealed by means of a screening wall or materials similar and compatible with that of a building; or concealed by sufficient landscaping to provide a permanent screen from view of surrounding property. These elements shall be integrated with the building plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous a manner as is possible.

(k) No animals shall be kept, maintained or quartered on any Lot or any portion of the Property except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. The "Creekside Homeowners Association" is authorized (but not required) to issue reasonable number of pets which may be kept on any numbered Lot. All pets shall be kept in fenced areas or on leashes and each Owner shall be responsible for the prompt disposal of all excrement or debris of any kind resulting from any pets owned or maintained by such Owner on his property.

(l) Property Owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely

affected and so traffic hazards will not be created. Further, all Owners shall be required to maintain their Lots and any Improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding Property. Clotheslines shall not be allowed. No Satellite Dishes, No commercial lawn flag poles, lawn sculpture, artificial plants, rock gardens, or similar types of accessories and lawn furnishings permitted without Architectural Committee approval. No sandboxes or other children's play equipment shall be permitted in the front or side yards of any Lot.

(m) Provisions must be made by the Owners for off-street parking of their own cars and those belonging to guests, invitees and employees, as the parking of such cars on street rights-of-way for long periods of time during the day or night will not be permitted.

(n) No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any Lot or on any Common Area.

(o) No fireworks of any kind shall be stored or used on any Lot or in the Common Area or on any portion of the Property or any public or private road or street in the subdivision.

(p) Each Lot upon which a residence has been constructed shall have a mailbox of a type and size specified by Declarant or the "Creekside Homeowners Association". Such mailbox shall be maintained at all times by the Owner and shall not be altered or replaced except by a new mailbox identical to the one original installed.

(q) No outside antennae of any kind shall be allowed on any Lot.

(r) No tree having a trunk diameter of five inches or more shall be removed or relocated on any Lot without prior written approval of the "Creekside Homeowners Association".

(s) No tennis courts shall be constructed on any Lot subject to this Declaration.

(t) Installation of fence must be approved by the Architectural Committee.

Adequate access must be provided to all grassed and landscaped areas in order to allow for the efficient common maintenance of such areas on all Lots.

(u) All Property subject to this Declaration is hereby declared to be and designated as a bird sanctuary.

(v) All residences shall have a concrete or brick driveway adequate to accommodate parking of at least two automobiles. If curbs are broken during construction of driveway entrances, curbs shall be repaired promptly and in an orderly manner acceptable to the "Architectural Committee".

(w) All residences shall be required to have gutters a type and construction acceptable to the "Architectural Committee".

SECTION 2. QUIET ENJOYMENT. No obnoxious or offensive activity, including activity which creates loud or offensive noises, shall be carried on upon the Property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the Property.

SECTION 3. GENERAL EXTERIOR OF IMPROVEMENTS. Architectural styles for the Improvements are not restricted, but the plans must illustrate superior design and require quality materials and workmanship. Inferior design and materials will not be approved. The "Creekside Homeowners Association", in its sole discretion, shall determine whether or not a particular design or materials choice is in keeping with the purposes referred to in ARTICLE V above.

ARTICLE VII

EASEMENTS

SECTION 1. WALKS, DRIVES, PARKING AREAS, AND UTILITIES. All Common Areas within Creekside shall be subject to a perpetual non-exclusive easement or easements in favor of all Owners of Lots for their use and the use of their immediate families, guests, invitees, tenants or lessees for all proper and normal purposes and for ingress and egress and regress to

and from such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television cable or antenna lines, and other public utilities as shall be established either prior to or subsequent to subjecting the Property to this Declaration by the Declarant or its predecessors in title and for the use of the Owners, their families, guests and tenants. The Declarant hereby expressly reserves the right to grant and/or create any such easement subsequent to the date hereof in the event the necessity of such shall subsequently become apparent due to the development of the Property. The "Creekside Homeowners Association" shall have the power and authority to grant and to establish in, over, upon and across the Common Area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property. Further, Declarant and the "Creekside Homeowners Association" shall have the right at any time to enter upon any landscape, utility or other easement shown on any recorded subdivision plat of the Property and/or established pursuant to this Declaration for the purpose of maintaining the same and to cross such other portions of the Property as may be reasonably necessary to carry out such maintenance.

SECTION 2. ENCROACHMENTS. All Lots and the Common Area within Creekside shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach, including, without limitation, such items as driveways and walls. If any encroachment shall occur subsequent to subjecting the Property to the Declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a vivid easement for such encroachment and for the maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not be exceed eighteen (18) months following conveyance of a Lot to an Owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

SECTION 3. EMERGENCIES. Every Lot and residence shall be subject to an easement for entry by the "Creekside Homeowners Association" for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot or within any residence and that endangers any building or portion of the Common Area.

SECTION 4. BEAUTIFICATION EASEMENTS. All Lots and any others portions of the Property which may now or hereafter be subject to this Declaration shall contain a beautification easement area ten feet in width (or having the width shown on any recorded plat of the Property) along all front or side lot lines which are contiguous to the right-of-way of any public or private road or as part of the walkway easement at the rear of the lots as shown on any recorded plat. Declarant and the "Creekside Homeowners Association" may plant or erect, but shall have no obligation to plant or erect landscaping, fences, or other beautification materials of their choice in any beautification materials of their choice in any beautification easement area and shall properly maintain any such improvements. The Owner of any Lot or other portion of the Property subject to a beautification easement shall have the right to use the beautification easement area for any purpose of purposes consistent with this Declaration and duly approved by the "Creekside Homeowners Association" pursuant to ARTICLE V hereof. If any beautification easement area shall be designated or maintained as "Common Area" by Declarant or the "Creekside Homeowners Association", nothing in this Declaration shall be construed to give any individual Member of the "Creekside Homeowners Association" or the general public any rights to enter upon or use any beautification easement area without the permission of the Owner of the Lot upon which it is located.

ARTICLE VIII

COVENANTS TO KEEP LOTS AND IMPROVEMENTS INSURED AGAINST LOSS, TO REBUILD AND TO KEEP IN GOOD REPAIR

SECTION 1. The Declarant covenants with the "Creekside Homeowners Association", on behalf of itself and on behalf of each subsequent Owner of a Lot within the Property, and each Owner of any Lot within the Property, by acceptance of a deed therefore, whether or not it

shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

(a) The "Creekside Homeowners Association" shall obtain a general all-peril public liability policy and a blanket insurance policy equal to the full replacement value of any and all/or all improvements constructed upon the Common Area within Creekside. Said policy shall contain a replacement cost endorsement providing for replacement of any mortgages or financing agreements to which the Common Area within Creekside and any improvements thereon may be subsequent.

(b) The "Creekside Homeowners Association" shall apply the full amount of any insurance proceeds to the rebuilding or repair of any said improvement, subject to the concurrence of any mortgagee or lien holder having a right to control the application of such proceeds.

(c) Each Owner shall keep his Lot and any Improvements thereon adequately maintained and repaired at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding Property.

(d) Premiums for the group or blanket hazard insurance policy and the general public liability policy shall be a common expense and shall be collectible in the same manner and to the same extent as provided for annual and special assessments in Article IV.

(e) Any Owner shall, at his own expense, carry adequate hazard homeowner's insurance policies insuring the residence and improvements on his Lot.

(f) In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the "Creekside Homeowners Association", the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good conditions as prior to the damage. All such insurance proceeds shall be deposited in the bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors.

(g) Also, the "Creekside Homeowners Association" may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of improvements constructed in the Common Area within Creekside, to the extent that insurance proceeds under a group insurance policy containing a replacement cost endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as prior to damage or destruction by fire or other casualty covered by insurance.

(h) In the event a dwelling is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that is shall be placed in a neat, clean and safe condition; and if he fails to do so, the "Creekside Homeowners Association" may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling until paid by the Owner and may be foreclosed in the same manner set forth in ARTICLE IV for liens for assessments.

(i) Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the by-laws of the "Creekside Homeowners Association".

(j) The "Creekside Homeowners Association" shall maintain adequate fidelity coverage against dishonest acts by officers, directors, trustees and employees, and all others who are responsible for handling funds of the "Creekside Homeowners Association". Such fidelity bonds shall:

- (1) Name the "Creekside Homeowners Association" as an obligee.
- (2) Be written in an amount equal to at least 20% of the estimated annual operation expenses of the "Creekside Homeowners Association", including reserves.

- (3) Contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant, the "Creekside Homeowners Association", and any Owner or Occupant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the "Creekside Homeowners Association". If the Declarant, the "Creekside Homeowners Association" or an Owner or Occupant is successful in any such proceeding brought to enforce the provisions of this Declaration or any lien provided for herein, such successful party shall be entitled to recover from the defendant or defendants all costs and attorneys' fees reasonably incurred in such proceeding. Failure by the Declarant, the "Creekside Homeowners Association" or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant and the "Creekside Homeowners Association" shall have the right to request that law enforcement, public safety and animal control officers come on the Property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

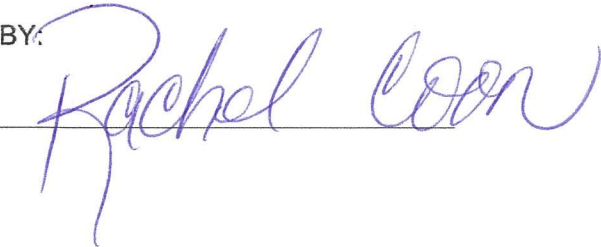
SECTION 3. MINOR VIOLATION: AMENDMENT. Declarant may, without the joinder of any Owner, waive in whole or in part any minor violations of any of the restrictions

herein contained. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first five (5) year period by an instrument signed by Declarant and Owners holding at least ninety percent (90%) of the then outstanding votes in the "Creekside Homeowners Association", and thereafter by an instrument signed by Members holding not less than seventy-five percent (75%) of the then outstanding votes in the "Creekside Homeowners Association", provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned **Rachel Coon**

(by and through its duly authorized officer) has caused this instrument to be executed **January 1st 2025.**

BY:



STATE OF TENNESSEE)

)

PROBATE

COUNTY OF LOUDON)

)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within Creekside at Maclaren Place HOA by its duly authorized officer and agent sign, seal and as its act and deed deliver the within written instrument and that (s) he with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me this

15 day of April, 2025

Sharon D. Patterson (SEAL)

Notary Public for Tennessee



My Commission expires:

5/18/2027

EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO
THE CREEKSIDE SUBDIVISION

The "Property" as defined in the attached Declaration of Covenants, Conditions and Restrictions Applicable to the Creekside at Maclaren Place subdivision shall consist of all real property shown on the final subdivision plat for Creekside At Maclaren Place subdivision recorded in Loudon County, Tennessee in Plat Book _____, page _____. Declarant may at any time

make subject to this Declaration other properties now or hereafter owned by Declarant by executing an instrument in writing applying this Declaration to such other properties and by recording the same in Loudon County, together with an additional or revised subdivision plat showing the additional property as a portion of the Creekside At Maclaren Place subdivision. Upon such recordation (1) this Declaration shall run with the Property already subject thereto and with such additional property as if such Declaration had always applied to all of said land from the date of its inception; and (2) whenever thereafter in construing this Declaration reference is made to "the Property" said term shall mean and include not only the properties described herein, but also such additional properties, as may be made subject to this Declaration. When extending this Declaration to cover additional properties, Declarant may specifically alter or amend any provision of this Declaration with respect to such additional properties if, in Declarant's sole judgment, such alteration or amendment is necessary of the proper use and development of the additional properties and is consistent with the overall intent and purpose of this Declaration

BK/PG: T1733/944-977

25003190



34 PGS:AL-RESTRICTIONS	
CARRIE BATCH: 206528	
04/15/2025 - 04:18:21 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	170.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	172.00

STATE OF TENNESSEE, LOUDON COUNTY
TAMMY GALLAHER
 REGISTER OF DEEDS