

This Instrument prepared by and return to:
The Floyd Law Firm
6489 N. Quail Hollow, Suite 102
Memphis, TN 38120

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GARDENS OF GRAYS CREEK PLANNED DEVELOPMENT – PHASE 3**

THIS DECLARATION, made and executed on the 1st day of May, 2025, by Afton homes, LLC, a Tennessee Limited Liability Company (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situated in the County of Shelby, State of Tennessee, which is known as GARDENS OF GRAYS CREEK PLANNED DEVELOPMENT – PHASE 3 which consists of 88 residential lots and common areas as shown on plat to be recorded in the Register's Office of Shelby County, Tennessee (herein "plat") (as the same may be amended or rerecorded), and to which plat reference is hereby made for a more particular description of the subdivision and of the lots contained therein. A copy of such plat is attached to this Declaration as Exhibit "A"; and

WHEREAS, the Declarant will convey lots in said subdivision with or without improvements thereon, subject to certain protective covenants, conditions, restrictions and reservations, as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that (i) the subdivision and each of the lots therein, shall be held, sold, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following restrictions, each of which is included for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision; (ii) the restrictions contained herein shall be applicable to, and run with the land of the subdivision and each lot therein and any additional lots as may hereafter be created through the development of subsequent phases of the subdivision, shall be required to be brought within the jurisdiction of the Association by an amendment or amendments hereto; and (iii) the restrictions contained herein shall inure to the benefit of each owner of any lot or lots in the subdivision.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration shall have the following meanings:

1.01 "Association" shall mean and refer to GARDENS OF GRAYS CREEK HOMEOWNERS' ASSOCIATION, INC. a non-profit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association Charter and Bylaws are attached hereto and marked "Exhibit B" and "Exhibit C" respectively.

1.02 "Declarant" shall mean and refer Afton Homes, LLC, its successors and assigns. Declarant shall be synonymous with "Developer" for purposes of this Declaration.

1.03 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, and any supplementary declaration filed hereafter, as this Declaration may, from time to time, be amended in accordance with its terms.

1.04 "Lot" shall mean and refer to the plots of land designated with numbers on the plat attached hereto and to be recorded in the Register's Office of Shelby County, Tennessee as amended from time to time. For all purposes hereunder, it shall be understood and agreed that Declarant shall be the Owner of all of said Lots, save and except only those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof.

1.05 "Member" shall mean and refer to every person who holds membership in the Association.

1.06 Lot "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot upon which a residential dwelling has been erected which is a part of the Property, including contract sellers, but excluding those having such interest as security for the performance of an obligation, provided however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

1.07 "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

1.08 "Property" or "Properties" shall mean Lots 1 through 88 of the real property described in Exhibit "A" attached hereto, and such additional lots as may hereafter be created through the development of subsequent phases of the subdivision, which lots shall be required to be brought within the jurisdiction of the Association by an amendment or amendments hereto.

1.09 "Common Area" shall mean all real property owned by the Association, if any, for the common use and enjoyment of the members of the Association and improvements and fixtures thereon. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is to include: any Common Open Spaces shown on the plat; the entry and entrance sign or monument; and such common area as may include landscaping, fencing, or other amenities. All such common areas shall be maintained by the Association. In the event Declarant constructs irrigation or lighting systems within the common area(s), the Association shall also be responsible for the installation and payment of all utilities therefor.

1.10 "Improvements" shall mean any structures, walls, pavement, plantings and other additions built or placed on the Lots. It is intended that the improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot, as referred to hereafter. In the event, that by reason of construction, settlement, construction or shifting of the improvements, any minor part of the improvements reasonably intended for a particular lot lie outside that lot, an easement of use shall apply thereto in favor of the lot to be benefitted.

ARTICLE II. PROPERTY, ROADS AND SEWERS

2.01 Property subject to Declaration. That certain real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Shelby County, Tennessee, as shown on Exhibit "A" attached hereto and made a part hereof.

2.02 Rights of Way. All streets, as shown in Exhibit "A" shall be dedicated to the appropriate governmental body, and the responsibility for payment of maintenance and repair expenses shall not remain the responsibility of the lot owners unless otherwise provided by law.

ARTICLE III.

USE, RESTRICTIONS, IMPROVEMENTS AND PROTECTIVE COVENANTS

3.01 Residential Use Only. No lot shall be used except for private single family residential purposes by owners or renters, and no lot shall be subdivided so as to reduce the size of the lot, except by the Declarant. All buildings and other structures erected upon any lot shall be of new construction, and no buildings or structures shall be moved from other locations onto any lot. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence not to exceed two (2) stories in height, with an attached private garage. Each residence shall have a minimum of one thousand three hundred (1,300) square feet of heated living space, with a minimum of one thousand one hundred (1,100) square feet on the ground floor, but exclusive of garage and porches. All exterior walls shall be constructed of brick to a minimum height of eight (8) feet, except under porch coverings with permission of the Architectural Committee. The foregoing shall not prohibit the construction of one residence upon two (2) or more lots. No buildings or structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used as a residence, either temporarily or permanently.

3.02 Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within the Property, and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

- (a) Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the plats of the subdivision as recorded in the Register's Office of Shelby County, Tennessee.
- (b) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of the sale of said Lots, upon such portion of the premises as Declarant deems necessary, model units and sales offices.
- (c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Excessive numbers of pets shall not be kept. If the number of pets kept becomes unsanitary or a nuisance to neighbors, then the number shall be considered "excessive".
- (d) No advertising signs (except one of not more than five (5) square feet "for sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any other Lot or any resident thereof. No business activity of any kind whatsoever shall be conducted in any building or in any portion of any Lot; provided, however the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the development and sales period of Lots in the Subdivision. Provided however nothing set forth herein shall prohibit the initial purchaser/builder from erecting and maintaining signage of thirty-two (32) square to advertise newly constructed residences for sale.
- (e) All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring streets.

All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(f) No exterior television, radio, or other antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any Lot that is visible from neighboring street. Direct TV, satellite and similar discs will be allowed so long as they are mounted on the rear of a residence and not visible from the street.

(g) No action shall at any time be taken by the Association or its board of directors which, in any manner, would discriminate against any Owner or Owners in favor of the other Owners.

(h) Grass, weeds, vegetation and debris on each lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such lots. Until a residence is constructed on a lot, Declarant, at its option and its discretion, may mow and have dead trees and debris removed from such lots and the owner of such lot shall be obligated to reimburse Declarant for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

(i) No obnoxious or offensive trade or illegal activity shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision or other lot owners.

(j) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in streets or between the curb and property lines.

(k) There shall be no violation of any rules which may from time to time be adopted by the board of directors and promulgated among the membership, and the board of directors is hereby, and elsewhere in the By-Laws authorized to adopt such rules.

(l) All boats, motorcycles, trucks and recreational vehicles must be kept behind the dwelling erected upon the Lot and shall be fenced or otherwise screened from view from neighboring streets. Such items shall not protrude beyond any building line and shall not be kept or parked upon any other portion of a Lot, street or open space.

(m) No outside clothes lines shall be erected or placed on any Lot.

(n) Fence material shall be brick, stone, wood or a combination of these. No chain link Fence is allowed.

(o) Mailboxes shall be "clustered mailboxes" as required by the United States Postal Service, to be installed by Declarant. The costs of such shall be prorated among the Lots, to be initially reimbursed by builders and then assumed by Association.

(p) Builders of initial residences on Lots shall be responsible for installation of sidewalks.

ARTICLE IV THE ASSOCIATION

4.01 Members. Every Person, as defined, who is a record owner of a fee or undivided fee interest in any of the Lots within the Property shall be a Member of the Association, as defined, provided however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any of the Lots. Ownership of such Lot shall be the sole qualification for membership.

4.02 Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

4.03 Voting Rights. The voting rights of the membership shall be appurtenant to ownership of a Lot, each owner of a Lot being entitled to one (1) vote for each Lot owned, except the Declarant shall be entitled to three (3) votes per Lot until the sale by Developer of eighty (80%) of all Lots in the subdivision, subsequent to which the Developer shall be entitled to one (1) vote per Lot.

4.04 Voting. At every meeting of the Members each Member shall have the right to cast his vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by provisions of statute or of the corporate Charter, or this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any one of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

4.05 Proxies. A member may appoint any other Member or the Declarant or any other person permitted by law or by the By-Laws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.

4.06 Quorum. The presence either in person or by proxy of Members representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

ARTICLE V PROPERTY RIGHTS

5.01 Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association, as provided in its Articles and by-Laws, to suspend any enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- (b) The right of the Association to provide for and establish easements and rights-of-way created hereby on all streets, and to regulate parking, motorized and non-motorized vehicular traffic, and to maintain the Common Areas within the Property.
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of maintaining and improving the Common Areas which the Association is to maintain.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes.

ARTICLE VI MAINTENANCE AND REPAIR OF LOTS AND COMMON AREAS

6.01 Association's Responsibilities for Common Areas. The Association shall provide and pay for all maintenance and expense for the Common Areas. The real property taxes on the Common Areas, if any, shall also be paid for by the Association.

6.02 Interior and Exterior Maintenance by Individual Lot Owners. Each owner of a Lot shall be responsible for all interior and exterior maintenance, painting, repair and upkeep on his Lot and the improvements thereon. Each owner shall also be responsible for the upkeep and maintenance of his individual yard and the landscaping thereof. All fences other than the Common Area fences shall be maintained by the Owner of the Lot on which the fence is erected. In the event an owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. The purpose for such exterior maintenance shall only be undertaken in extraordinary circumstances in which the failure to act would jeopardize the value of properties in the development.

6.03 Insurance. The Association shall keep all insurable improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost hereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the Common Area assessments made by the Association.

- (a) In the event of damage to or destruction of any part of the Common Area Improvements the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Area assessments made against such Lot Owner.
- (b) All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE VII ASSESSMENTS

7.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (i) annual assessments or charges (ii) special assessments for capital improvements, and (iii) emergency assessments as provided in the By-Laws, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual special and emergency assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due.

7.02 Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association an annual sum (herein sometimes referred to as "assessments" or "carrying charges") equal to the Member's proportionate share of the sum required by the Association, as estimated and declared by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- (a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any;
- (b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;
- (c) The cost of extended liability insurance and the cost of such other insurance as the Association may affect;
- (d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements;
- (e) The estimated cost of installation, repairs, maintenance and replacement of the common elements and improvements, including without limitation, irrigation systems, wood and masonry walls, lighting (including entry lighting and the utilities therefor), landscaping, jogging trails, entryway treatment, common lighting, landscaping, pedestrian paths, common structures, entrance treatments and common lake and such other improvement which may be placed upon common areas and upon common easement areas.

Except as provided in paragraph 9 of this Section VII, the Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but, may do so at more frequent intervals should circumstances so require. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid.

7.03 Special Assessments. In addition to the regular assessments authorized by this Article the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or maintenance of a described capital improvement for which the Association is specifically responsible or such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the approval of the Membership. A meeting of the Members shall be duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice will set forth the purpose of the meeting.

7.04 Emergency Assessments. In the event of any emergency situation, condition or occurrence affecting the life, health, safety or welfare of Members or the Property, the Board of Directors, acting pursuant to this paragraph, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary, such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be borne pro rata by all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency was declared in good faith.

7.05 Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof which is not paid on the date when due shall be delinquent: and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall however, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to the By-Laws, or any installment thereof may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, upon resolution of the Board of Directors subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix. The Association may bring an action at law or in equity against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust, upon the Lot or Lots, then belonging to said Member. In either of such events, the Association may collect from the said Member interest costs and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common area or abandonment of his Lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment each Lot Owner grants the Board of Directors of the Association irrevocably the power to sell his unit at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded mortgage or Deed of Trust upon the Lot. The

Association is hereby authorized to take any and all courses of action available to it to collect the assessment which the laws of the State of Tennessee allow. Any such sale shall be made after first advertising the sale of said Property for twenty-one (21) days by three (3) weekly publications in some newspaper in the county of Shelby, State of Tennessee, giving notice of the time and place of such sale and by written notice of the time and place of such sale to the Owner. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, statutory right of redemption, homestead, and dower and all other exemptions, all of which are expressly waived by the Lot owners and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages or Deeds of Trust. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the property and the expenses of litigation, attorneys' fees, and sales commission and; second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded or preferred mortgages or deeds of trust; and third, to the payment of all amounts due the Association under the terms of the Declaration and By-Laws; and the balance, if any, to the Lot Owner whose Lot is sold, and his assigns. Upon any default in the payment of any assessment, the Board of Directors shall have the right to all rents, issues and profits from the Lot in default and shall have the right to secure the payment, through notice to those in possession of the Lot or by entry into possession in the same manner as a mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors or a Lot Owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and By-Laws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration and By-Laws or at law or in equity.

The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

7.06 Acceleration of Installment. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

7.07 Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on a Lot; and,
- (b) The liens of any deeds of trust, mortgage, instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien was current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

7.08 Subordination and Mortgage protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith

and for value received, provided however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lot Owners, including the mortgaged Lot. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

7.09 Annual Assessment. The initial annual assessment is estimated to be One Hundred Twenty Dollars (\$120.00) per lot, payable annually. The actual assessment shall be determined as set out herein and is subject to change from time to time by vote of the Directors of the Association. It is the intention of Declarant that no assessment shall be due and payable until such time as a home has been completed upon a lot in the subdivision is sold and conveyed by Declarant.

ARTICLE VIII. ARCHITECTURAL CONTROL

8.0 Architectural Control Committee. An Architectural Committee is hereby established for the Lots. The initial committee shall consist of W. David Miller and James R. Reedy, Sr. These individuals shall serve for a period of five (5) years, or unless they resign from the committee by written notice to the Board of Directors of the Association. Upon the expiration of five (5) years from the date hereof, or the earlier resignation of the above-named persons, the Board of Directors of the Association shall then appoint the unfilled positions on the Architectural Committee, which shall be composed of three (3) or more individual Lot Owners. The affirmative vote of the majority of the membership of the Architectural committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, rulings or orders or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

8.01 Approvals Necessary, Rules of Committee and Remedies for Violation. With the exception of improvements made by the Developer, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within the Property nor shall any existing structure, fence or barrier upon any lot be painted or altered in any way which materially changes the exterior appearance thereof, without the written consent of the Architectural Committee; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event, shall include:

- (a) A site plan of the Lot showing the nature, exterior, color, scheme, kind, shape, height, materials, and location with respect to said Lot (including proposed front, rear and side setback} of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot, and
- (b) Grading and landscaping plans for the particular Lot.
- (c) Front yard plantings prior to initial occupancy.

The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting, architectural styles or details, or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Committee in its discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plan or specifications shall not be deemed a waiver of the Architectural Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved in any condition attached to any such approval have been adhered to and complied with in regard to all structures fences or barriers on and uses of the Lot in question.

In the event the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required. If any structure, fence, or barrier shall be altered, erected, placed or maintained upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein and upon written notice from the Architectural Committee any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot in violation hereof, shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

If within fifteen (15) days after the notice of such violation the owner or owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding personal obligation of such owner as well as a lien upon the lot in question upon the recording of such with the Office of the Register of Shelby County, Tennessee

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such certificate shall be at the expense of the owner or owners of such Lot. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such certificate shall be conclusive evidence that all structures -on the section and the use or uses described therein comply with all the requirements as to which the Architectural Committee exercises any discretionary or interpretive powers.

The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of Declarant or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any owner of any Lot shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the Subdivision. Failure by any owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should any request from the Architectural Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

ARTICLE IX PROPERTY SUBJECT TO THIS DECLARATION

9.01 Existing Property. The real property which is subject to this Declaration is located in Shelby County, Tennessee as shown on Exhibit "A" attached hereto.

9.02 Additions to Existing Property. Additional property may, at the option of the Declarant, be annexed by Declarant without the consent of the members of the Association. Said annexation may be accomplished by Declarant filing a Supplementary Declaration of Covenants, Conditions and Restrictions which shall incorporate by reference the terms and conditions of this Declaration.

ARTICLE X MISCELLANEOUS

10.01 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for thirty (30) years from the date hereof, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five percent (75%) of the Lots, as been recorded, agreeing to change said covenants and restrictions in whole or in part. During the first two (2) years from the date of the recording of this Declaration, it may be amended by an instrument signed by Owners holding not less than fifty percent (50%) of the votes of the membership, and in addition, the amendment must be approved by Declarant. Thereafter, unless specifically prohibited herein, sections I through IX of this Declaration may be amended by an instrument signed by Owners holding not less than seventy-five percent (75%) of the votes of the membership at any time. Any amendment must be properly recorded to be effective.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER, OR IF IN THE SOLE OPINION OF THE DECLARANT AN AMENDMENT IS DESIRABLE.

10.02 FHA-VA Approval. Notwithstanding anything to the contrary in this Declaration, the Charter, or the By-Laws of the Association, so long as Declarant is in control of the Association, approval in writing of HUD (FHA) or the Veterans Administration is required prior to annexation of additional properties, mergers and consolidations, mortgaging of the common areas, dedication of the common areas, dissolution, or amendment of the Charter, the By-Laws or this Declaration. Further, so long as Declarant controls the Association, amendments to the By-Laws thereof may be vetoed by HUD (FHA) or the administration.

10.03 Notice. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing.

10.04 Enforcement. The Declarant, the Association or any Member, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

10.05 Severability. Invalidity of anyone of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

10.06 Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

10.07 Gender. Etc. Whenever in this Declaration the context so requires the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

10.08 Conflict with Plat. Should there be any conflict or inconsistency herein with any covenants or restrictions set forth on the recorded Plat, the provisions herein shall prevail.

IN WITNESS WHEREOF I the undersigned being the Declarant herein has caused these presents to be signed by the Officer duly authorized so to do the day and year first above written.

Afton Homes, LLC

By: 

Title: Secretary

ACKNOWLEDGMENTS

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public of the State and County mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be _____ (title) of Afton Homes, LLC the within named bargainor, a corporation, and that such person as such _____ (title), executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Corporation as _____.

Witness my hand, at office, this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

Charter Nonprofit Corporation

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2286

sos.tn.gov/businesses

Control #: 002018328

Filed: 05/01/2025 11:20 AM

Tre Hargett

Secretary of State



Tre Hargett
Secretary of State

Entity Information

Entity Name: GARDENS OF GRAY'S CREEK HOMEOWNER'S ASSOCIATION, INC.

Entity Type: Nonprofit Corporation

Fiscal Year Ending Month: December

Additional Designation: (No additional designation)

Principal Office Address

6489 N. QUAIL HOLLOW RD. SUITE 102
MEMPHIS, TN 38139
Shelby County, USA

Mailing Address

6489 N. QUAIL HOLLOW RD. SUITE 102
MEMPHIS, TN 38139
Shelby County, USA

Will this filing have a delayed effective date?

☐ Yes ☒ No

Period of Duration:

Perpetual

Nature of Business (NAICS):

813990 - Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)

This corporation is a:

☐ Public Benefit Corporation ☒ Mutual Benefit Corporation
☐ Religious Corporation ☒ Not Religious Corporation

This corporation will:

☒ Have Members ☐ Not Have Members

Provisions regarding the distribution of assets upon dissolution:

Upon dissolution assets will be distributed pro rata to members

Other Provisions:

(No other provisions)

Do you have additional uploads you would like to attach to this filing?

☐ Yes ☒ No

Incorporators

DOUGLAS BEATY
6489 N. QUAIL HOLLOW RD. SUITE 102
MEMPHIS, TN 38139, USA

Registered Agent Information

GARDENS OF GRAY'S CREEK HOMEOWNER'S
ASSOCIATION, INC.
6489 N Quail Hollow Rd Ste 102
Memphis, TN 38120, USA

Incorporator's Signature

- ☒ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.
- ☒ The undersigned, acting as incorporator of the nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the above Articles of Incorporation.

Signed Electronically: DOUGLAS R BEATY

Date: 05/01/2025

EXHIBIT C
BY-LAWS OF
GARDENS OF GRAY'S CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Section 1- Name. The name of this corporation is GARDENS OF GRAY'S CREEK HOMEOWNERS' ASSOCIATION, INC. Its principal place of business is 6489 N. Quail Hollow Road Suite 102, Memphis, Tennessee 38120. The corporation may have such other offices within or without the State of Tennessee as the Board of Directors or the members may from time to time designate.

ARTICLE II

Section 1- Applicability. These By-Laws and each provision thereof shall be applicable to all lots and members, as defined within the residential subdivision more particularly described as GARDENS OF GRAY'S CREEK PLANNED DEVELOPMENT – PHASE 3 as shown on Exhibit "A" attached hereto and made a part hereof and any other sections subsequently added (the "Property")

ARTICLE III

The following sections of this Article III shall apply to membership in the Association.

Section 1- Eligibility. The owner or owners of a lot, who have become such in compliance with all of the requirements and conditions contained in the Declaration of Covenants, including these By-Laws, shall be entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the owner of each lot which is unsold by it. Ownership of a lot shall be the sole qualification for membership of the Association.

Section 2- Voting Rights. The owner or owners of a lot, shall be entitled to one (1) vote at all meetings of the Association, EXCEPT AFTON HOMES, LLC shall be entitled to three (3) votes per lot until the sale by Developer by eighty (80%) of all lots in the subdivision, subsequent to which the Developer shall be entitled to one (1) vote per lot. Where two or more persons own a unit, the vote allocated to that unit shall be cast by the one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect for that lot. Where one person or a group of persons owns more than one lot, such person or group of persons shall be entitled to cast the vote with respect one vote for each lot owned.

Section 3- Lien and Other Rights. The Association shall have a lien on the outstanding memberships in order to secure payment of any sums which may become due from the holders thereof to the Association for any reason whatsoever. In addition, for such time as any sums may be due, the member who fails to pay such sum shall not be entitled to any rights or privileges appertaining to such membership.

ARTICLE IV

Section 1- Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2- Annual Meetings. The annual meeting of the members of the Association shall be held at 7:00 p.m. on the third Monday of March, each year, beginning the year after the first conveyance of common areas to the Association. At such meeting, there shall be elected by the members a Board of Directors in accordance with the requirements of Article V of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3- Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five percent (25%) of the total number of votes outstanding having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Developer shall have the right, at any time, to call a special meeting for the purpose of electing new officers and directors to replace the initial officers and directors appointed by the Developer.

Section 4- Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on such record as his/her last known place of address at least ten (10) days but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the hard delivery of any such notice to the members at his last known address by deposit in the member's box or slot for the United States mail. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5- Quorum. The presence, either in person or by proxy, of members representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6- Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7- Voting. At every meeting of the members, each of the members shall have the right to cast his vote on each question. The vote of members representing a fifty-one percent (51%) majority of the total votes entitled to be cast shall decide any question brought before such meeting, unless the question is one upon which, be express provision of a statute or of the Charter, or the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No members shall be eligible to vote, either in person or by proxy, or to

be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 8- Proxies. Any member may appoint any other member or the Developer or any other person permitted by law or by these By Laws as his proxy. In no event may any member (except the Developer) cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by these By-Laws.

Section 9 – Written Consent. Whenever the vote of members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration, or these By-Laws, such meeting and vote may be dispensed with if all Members who would have been entitled to vote upon such action consent in writing to such action being taken.

Section 10- Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officer, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.

In the case of special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of five (5) persons, (except for the initial Board of Directors which shall consist of three (3) persons as provided in Section 2 of this Article), a majority of whom (after the third annual meeting) shall be members of the Association.

Section 2. Initial Directors. The initial directors shall be appointed by the Developer and need not be members of the Association. The names of the directors who shall act as such from the date upon which the Declaration is recorded in the Register's Office of Shelby County, Tennessee, until the third annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows:

W. David Miller
James E. Reedy

Section 3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs at the Association and the residential Subdivision and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include but not be limited to, the following:

To provide for:

- (a) Care and upkeep of the common areas, utilities, irrigation system, identification sign, perimeter fences and any other properties charged to the care of the Association.
- (b) Establishment and collection of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.
- (c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of GARDENS OF GRAY'S CREEK PLANNED DEVELOPMENT and to provide services for the community in a manner consistent with law and the provisions of these By-Laws and the Declaration.
- (d) Promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of residences in GARDENS OF GRAY'S CREEK PLANNED DEVELOPMENT.
- (e) Appointment of an Architectural Control Committee. One or more of the directors may serve on this committee.
- (f) Cause the exterior of the dwellings to be maintained.

Section 4. Election and Term of Office. The term of the directors named herein and in the Charter shall expire when their successors have been elected at the third annual meeting of members and are duly qualified. At the third annual meeting of the members, the members shall elect the directors, who shall constitute the Board of Directors to serve until the annual meeting. The term of office of each director thereafter shall be for a period of one (1) year or until their successors shall have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the membership shall be filled by vote of the remaining directors, even though they may constitute less than a quorum and each person so elected shall be a director until a successor is elected by the members at the next annual meeting.

Section 6. Compensation. No compensation shall be paid to directors for their services as directors. After the first annual meeting of the members, no remuneration shall be paid to any director who is also a member of the Association for services performed for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 7. Organizational. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting provided a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 9. Special Meetings. Regular meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time and place (as hereinabove provided) and purposes of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all directors are present and remain present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meetings.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board of Directors.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

Section 1. Designation. The principal officers of the corporation shall be a

President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. A director may also serve as an officer. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. The directors may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors.

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

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

Section 6. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

Section 1. Liability and Indemnification of Officers and Directors.

The Association shall indemnify every officer and director of the Association against any and all expense, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the Board of Directors of the Association) to which he may be made a party of reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, (except to the extent that such officers or directors may also be owners of lots within the subdivision) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the community. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or Association (including the developer) in which one or more of the directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if either of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The contract or transaction is commercially reasonable and advantageous to the Association at the time it is authorized, ratified, approved or extended.

Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with the like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage and operate GARDENS OF GRAY'S CREEK HOMEOWNERS' ASSOCIATION, INC, and for the benefit of the lots and owners thereof, shall enforce the provisions hereof and shall payout of the common expense fund herein elsewhere provided for, the following:

(a) The cost of such insurance as the Association may effect.

(b) The cost of providing such legal and accounting services as may be considered necessary to the operation of GARDENS OF GRAY'S CREEK HOMEOWNERS' ASSOCIATION, INC.

(c) The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association secures in the discretion of the Board of Directors or by the vote of the members shall deem necessary or proper for the preservation of the common areas.

(d) The cost of the maintenance or repair on any lot in any event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common areas or to preserve the appearance or value of the subdivision or is otherwise in the interest of the general welfare of all owners of the lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the lot proposed to be maintained and provided further, that the cost thereof shall be assessed against the lot on which such maintenance or repair is performed and when so assessed, a statement for the amount thereof shall be sent promptly to the then owner of said lot at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article III, section 3, of these By-Laws.

Section 2. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, the owner of any lot shall, at his own expense maintain the interior and exterior of any improvements on his lot, including all driveways and any and all equipment, and fixtures therein situated, and its other appurtenances in good order, condition and repair and in clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his lot and appurtenances.

Section 3. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger of life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable effort to give notice to the owner or occupant, to enter upon any lot at any hour considered to be reasonable under the circumstances.

ARTICLE IX

Section 1. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January every year except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. **Books and Accounts.** Books and accounts of the Association shall be kept under the direction of the treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and, of the expenditures affecting GARDENS OF GRAY'S CREEK PLANNED DEVELOPMENT. and its administration and shall specify the maintenance and repair expenses incurred. The amount of any assessment required, for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "paid in-surplus" account as a capital contribution by the members.

Section 3. **Reports.** The Association shall furnish its members, and the holder of any mortgages requesting same within ninety (90) days from the date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the Association.

Section 4. **Inspection of Books.** The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any mortgage on any lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as member.

Section 5. **Execution of Association Documents.** With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by the president and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. **Seal.** There shall be no seal required unless the Board of Directors decides otherwise.

ARTICLE X

Section 1. **Amendments.** These By-Laws may be amended by the affirmative vote of members representing a majority of all votes entitled to be cast at any meeting of the members duly called for such purpose. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least thirty percent (30%) of the total number of votes entitled to be cast. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XI

Section 1. **Notice to Board of Directors.** Upon the request of the Board of Directors any owner of any lot in the subdivision who mortgages such lot shall provide the Board of Directors

with the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgages and the term "mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States government, or any agency thereof.

ARTICLE XII

Section 1. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration or these By-Laws shall be given in writing.

Section 2. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 3. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 5. Gender Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse and the use of any gender shall be deemed to include all genders.

Section. 6. Conflicts. These By-Laws are subordinate to all provisions of the Declaration. All of the terms herein except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statutes. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control, and in the event of any conflict between the aforesaid Declaration and any of the laws of the State of Tennessee, the provisions of the state law shall control.

CERTIFICATION

I certify that these By-Laws were duly adopted at the organizational meeting of the Corporation held on the 1st day of May, 2025, and were approved by all members on said date.


Incorporator