

PREPARED BY AND RETURN TO:  
M. Wayne Mink, Jr.  
Dinkelspiel, Rasmussen & M.L.L., PLLC  
1669 Kirby Parkway, Suite 106  
Memphis, Tennessee 38120  
DRM File No.: 051047.0000

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EVERGREEN  
MANOR SUBDIVISION**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
EVERGREEN MANOR SUBDIVISION** (this "Declaration") is made as of this 14<sup>th</sup> day of September,  
2018, by **EVERGREEN MANOR LLC**, a Tennessee limited liability company ("Evergreen Manor LLC")  
(Evergreen Manor LLC being the "Developer") for that certain residential development situated in the City  
of Lakeland, Shelby County, Tennessee, more commonly known as **EVERGREEN MANOR** ("Evergreen  
Manor").

**WITNESSETH:**

**WHEREAS**, Billy G. May and William R. May conveyed that certain parcel of real property (the  
"Property") situated in the City of Lakeland, Shelby County, Tennessee to the Developer as evidenced by  
that certain quit claim deed, dated September 17, 2017, of record in the Register's Office of Shelby County,  
Tennessee (the "Register's Office"), as Instrument No. 17085470; and

**WHEREAS**, the Property is more particularly described on **EXHIBIT "A"**, attached hereto and  
made a part hereof and is comprised of approximately eight and twenty-two hundredths acres of real  
property, more or less; and

**WHEREAS**, the Property has been divided into thirty-two (32) residential Lots (each a "Lot") as  
shown on that certain plat of the Property recorded in the Register's Office in Plat Book 278, Page 17, a  
copy of which is attached hereto and made a part hereof as **EXHIBIT "B"**; and

**WHEREAS**, the entire residential development is to be known as "Evergreen Manor"; and

**WHEREAS**, Evergreen Manor Homeowners Association, Inc., a Tennessee non-profit corporation  
(the "Association"), has been formed to perform the maintenance, operation, repair, and replacement of  
certain common area (the "Common Area"), as such will be shown on the Plat of the Property and conveyed  
to the Association, and to administer the Property as provided by this Declaration; and

**WHEREAS**, the Association was created by the filing of the Charter of the Corporation (the  
"Charter"), attached hereto as **EXHIBIT "C"**, with the Tennessee Secretary of State as Control No.  
000984993, and is governed by those certain Bylaws of Evergreen Manor Homeowners Association, Inc.  
(the "Bylaws"), attached hereto as **EXHIBIT "D"**; and

**WHEREAS**, the Common Area either has or will be conveyed to the Association by the Developer;  
and

**WHEREAS**, the Common Area shall include those certain stormwater management facilities  
discussed in that certain Inspection and Maintenance Agreement for Private Stormwater Management  
Facilities (the "Stormwater Agreement"), dated July 26, 2018, recorded in the Register's Office as  
Instrument No. 18075681; and

**WHEREAS**, the Association shall be responsible for the maintenance, repair, and replacement of  
the stormwater management facilities as more particularly provided in the Stormwater Agreement; and

**WHEREAS**, it is to the benefit, interest, and advantage of the Developer, the owner of record of each Lot (each a "Lot Owner"), and each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, conditions, restrictions, easements, assessments, and liens governing and regulating the use and occupancy of the same be established, fixed, set forth, and declared as covenants running with the Property.

**NOW, THEREFORE**, in consideration of the premises, the Developer does hereby publish and declare that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the Property, and the said covenants, conditions, restrictions, uses, limitations, and obligations shall run with the land and shall be a burden and a benefit to the Developer and any person or legal entity acquiring or owning any interest in any portion of the Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

### **ARTICLE I** **PROPERTY**

**Section 1.** Property Subject to this Declaration. The Property is more particularly described on **EXHIBIT "A"** and is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration. For the purposes of this Declaration a "Lot" shall be a Lot shown on the Plat of the Property.

**Section 2.** Easements. Easements for the installation, operation, repair, and maintenance of utilities, fences, sidewalks, drives, walls, drainage facilities, and access thereto, landscaping, and planting and screens have been granted as shown on the Plat of the Property, and the conveyance of any of Lot within the Property shall be made subject to such easements. From time to time, the Association, acting through its Board, may grant additional easements for similar purposes over the Common Area. Anything to the contrary notwithstanding during the Developer Control Period, the Developer shall have the authority to grant easements for the installation, operation, repair, and maintenance of utilities, fences, sidewalks, drives, walls, drainage facilities, landscaping, planting and screens, and access thereto, across the Common Area.

### **ARTICLE II** **THE ASSOCIATION**

**Section 1.** Members. Every person, being an individual, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who is a record owner of a fee or undivided fee interest of any Lot within the Property shall be a Member of the Association, 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 Lot within the Property. Ownership of such Lot shall be the sole qualification for membership in the Association. As provided in the Charter, the Developer is a Class A Member of the Association (which shall terminate at the end of the Developer Control Period), and every other Lot Owner is a Class B Member of the Association.

**Section 2.** Voting Rights. Except as otherwise provided herein, the Owner(s) of record in the Register's Office of each Lot within the Property each shall be entitled to one (1) vote per Lot. If a husband and wife are the Owners, collectively, of a Lot in the Property such husband and wife, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with

the Secretary the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote. Anything in this Declaration to the contrary notwithstanding, so long as the Developer owns a Lot in the Property, the Developer, as the Class A Member, shall be allocated one hundred (100) votes per Lot owned on any matter before the Association.

**Section 3.** 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.

**Section 4.** Voting. At every meeting of the Members, each of the Members shall have the right to cast his votes on each questions. The vote of the Members, in person or by proxy, representing fifty-one percent (51%) of the total votes cast at such meeting, provided a quorum exists, with respect to any questions shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the Charter, or this Declaration, or of the Bylaws, 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 (1) person may be exercised by any of them present at any meeting unless any objection or protest by the 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 the membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question.

**Section 5.** Proxies. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

**Section 6.** Quorum. The presence, either in person or by proxy, of Members representing at least thirty-five percent (35%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted.

**Section 7.** Bylaws. The Association shall be governed by those certain Bylaws attached hereto and made a part hereof as **EXHIBIT "D"**.

**Section 8.** Developer Control Period. Any provision of this Declaration, the Bylaws, or the Charter to the contrary notwithstanding, the Developer, its successors or assigns, shall retain total and absolute control over the Association, the Property, and the development of the Property, and the improvements thereon (including without limitation, the Architectural Control Committee), until: **(i)** all of the Lots or other property (being raw land which is otherwise unsubdivided) at the Property has been sold to parties intending to use such property for solely residential purposes; **(ii)** all single-family residences on such Lots are substantially complete; and **(iii)** any development bond or similar security instrument securing the Developer's orderly development of Evergreen Manor has been properly released by the appropriate governmental parties. However, the Developer may, in its sole discretion, transfer control of the Association to the other Members of the Association at such earlier time as it deems proper. Upon the termination of the Developer Control Period the Developer shall record in the Register's Office at the Association's sole cost and expense a notice terminating the Developer Control Period. Within thirty (30) days of the termination of the Developer Control Period, the Association shall hold its first (1<sup>st</sup>) annual

meeting in accordance with its Bylaws. The period described in this Article II, Section 9 shall be known and defined in this Declaration as the "Developer Control Period".

**ARTICLE III**  
**PROPERTY RIGHTS**

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

- (a) The right of the Board of the Association to adopt reasonable rules and regulations (the "Rules and Regulations") for the benefit of the Owner in accordance with the Bylaws;
- (b) The right of the Association, in accordance with its Charter and Bylaws to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to manage said Common Area; and
- (c) No action by the Association affecting the maintenance or use of the Common Area shall prevent any Lot Owner from using the appropriate Common Areas for ingress and egress to his Lot.

**ARTICLE IV**  
**COMMON AREAS**

**Section 1.** Common Area. The Common Area of Evergreen Manor includes those common open spaces conveyed to the Association, including but not limited to those shown on the Plat of the Property, and any private landscape, access, or drainage easements in favor of the Association as may be more particularly shown on the Plat.

**Section 2.** Member Easement. Every Member shall have the right and easement of enjoyment in and to the Common Area, except as provided in Article III, Section 1, and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to regulate such use and such other action as may be permitted by law in effect from time to time. The right of a Member to use the Common Area may be constrained by the Rules and Regulations of the Association, as promulgated in writing, from time to time, by the Board of Directors as noted in Article III, Section 1.

**Section 3.** Powers of the Association as to the Common Area. The Association may, at any time, as to the Common Area controlled, conveyed, leased, assigned, or transferred to it, or otherwise placed under its jurisdiction or control, in the discretion of the Board of Directors, without any approval of the Members being required:

- (a) Operate, maintain, reconstruct, repair, replace or refinish any improvements or portion thereof upon any such area in accordance with (i) the last plans thereof approved by the Board of Directors, (ii) the original plans for the improvement, or (iii) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed;
- (b) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board of Directors deems necessary for the conservation of water and soil and for aesthetic purposes;

- (c) Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration; and
- (d) The Board of Directors shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.
- (e) The Board of Directors may, from time to time, promulgate written rules and regulations regarding the use of the Common Area.

**Section 4. Destruction of Common Area.** In the event the Common Area or any improvements constructed thereon are damaged or destroyed through the intentional or negligent act of any Member or any person for whom such Member is legally responsible, such Member does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good, workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Member, upon demand, to the Association, and the Association may enforce collection of same in the same manner and subject to the same conditions as provided elsewhere in this Declaration for collection and enforcement of assessments.

**ARTICLE V**  
**MAINTENANCE AND REPAIR**

**Section 1. Association Responsibilities.** The Association shall provide and pay for all maintenance, operation, repair, replacement, and expenses for the Common Area and the improvements constructed thereon. The real property taxes for the Common Area, if any, shall also be paid for by the Association. These responsibilities are not exclusive and the Association, by appropriate vote, may elect to pay other items. The Developer may loan funds, as necessary, to the Association to cover the costs of any obligations of the Association to maintain and repair the Common Area and improvements constructed thereon during the Developer Control Period.

**Section 2. Individual Lot Owners.** Each Owner of a Lot shall be responsible for all interior maintenance, painting, repair, and upkeep of his Lot and the improvements thereon. The exterior maintenance of improvements on individual Lots shall be the responsibility of each Lot Owner, subject to the architectural guidelines and covenants of this Declaration.

**Section 3. Failure to Maintain a Lot.** In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated on their respective Lot in a manner compatible with the other Lots and improvements in Evergreen Manor, as reasonably determined by the Board of Directors of the Association in its sole discretion, then the Association, after approval by at least a three-fifths (3/5<sup>th</sup>) vote of the Board of Directors, shall have the right to notify said Lot Owner of the deficiency existing in writing and upon failure to correct said deficiency within a reasonable period of time, to take such legal action as the Board may deem appropriate, 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 as provided by this Declaration.

**ARTICLE VI**  
**ASSESSMENTS**

**Section 1.** Annual Assessments. Each Member hereby covenants and agrees to pay to the Association annual assessments or charges, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with any fees and attorney's fees related thereto and costs of collection thereof, as hereinafter provided, shall be a continuing lien and charge upon each Lot against which each such assessment is made and the sale or transfer of any such Lot shall not affect the validity of the assessment lien. Each such assessment, together with any fees related thereto, costs, and reasonable attorney's fees shall also be the personal obligations of the owner of record of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2.** Use of Annual Assessments. The assessments levied by the Association shall be used exclusively for the purpose of maintaining the Common Area and any other purpose deemed reasonable by the Board of Directors.

**Section 3.** Setting of Annual Assessments. The initial annual assessment for each Lot for the year of recordation of this Declaration shall be set by the Board of Directors, in its discretion. Subsequent to the year of recordation of this Declaration, the annual assessment shall be set annually by the Board of Directors, after consideration of current operating and maintenance costs and future needs of the Association. Upon determining the budget of the Association, the Board of Directors shall assess each Lot in Evergreen Manor equally on a *pro rata* basis.

**Section 4.** Procedure for Enforcement. The Association, by and through its Board, may also establish procedures to ensure compliance with the provisions of this Declaration.

**Section 5.** Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the recordation of this Declaration. The calendar year following the recordation of this Declaration, the Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date of each annual meeting of the Members; but in the absence of such action by resolution of the Board of Directors, the annual assessment shall be in the amount last fixed. Written notice of the annual assessment shall be sent to every Member on an annual basis. The annual assessment shall be paid as set by the Board (i.e., the Board may require annual, quarterly, or monthly payment of assessments). The due dates of each installment of the assessments may be established by resolution of the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Anything in this Declaration to the contrary notwithstanding, for each Lot, the annual assessment shall first become due on the date of the closing the sale of said Lot from the Developer to the Owner, unless the Owner is a Developer Affiliate, in which case, said assessment shall first become due on the date of the closing of the transfer of said Lot for primarily residential purposes by the Developer Affiliate to an Owner who intends to occupy or otherwise use the residence constructed on said Lot or five (5) years from the date of closing of the sale of the Lot from the Developer to the Developer Affiliate, whichever occurs first. The assessment shall be prorated for the month of its commencement. Anything in this Declaration to the contrary notwithstanding, the Developer shall be exempt from the payment of assessments. For the purposes of this Article VI of this Declaration, the "Developer Affiliate" shall solely mean those entities, which are owned in whole or in part either by the Developer or by any person or entity owning any membership interest in the Developer, designated in writing (with such writing being delivered to the Association) by the Developer during the Developer Control

Period as a Developer Affiliate (for the purposes of this section a bank or other such financial institution cannot be a Developer Affiliate or the Developer).

**Section 6. Subordinate to Lien of Deed of Trust/Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or deed of trust on any Lot and to the lien of *ad valorem* real estate taxes. The lien established by this Declaration shall have preference over all other mortgages, deeds of trusts, assessments, liens, judgments, or charges of whatever nature. Foreclosure, sale, or other conveyance (such as a deed in lieu of foreclosure) pursuant to any such mortgage or deed of trust shall extinguish such lien for assessments due prior to such foreclosure or sale, but only if such assessments and all costs associated therewith, including attorney's fees, were paid in full prior to the date of recordation of the mortgage or deed of trust (but such assessment lien shall attach to any excess proceeds of the foreclosure), and no such foreclosure or sale shall relieve such Lot from liability for any future assessments or liens.

**Section 7. Effect of Non-Payment of Assessments.**

(i) Delinquent Payment of Assessments. Any payment of an assessment, which has not been received by the Association within thirty (30) days from the time when it becomes due, shall be delinquent without further notice to the Owner of record of the Lot which is delinquent. Such delinquent assessment, together with a reasonable late fee, subject to change from time to time by the Board in its sole discretion; interest; the costs and expenses of collection; and an attorneys' fee shall be a charge upon the Lot and shall be a continuing lien upon the Lot until fully paid, and shall further be a personal obligation of the persons who own such Lot at the time when the assessment was made. The personal obligation for a delinquent assessment, late fee, interest, costs, expenses, and an attorneys' fee shall not pass to such Owner's successors in title unless expressly assumed by them. The said lien securing any unpaid assessments shall be subordinate to liens for real estate taxes on the Lot and to mortgages and other liens of record on such Lot recorded or attaching prior to the time when said lien for unpaid assessments shall attach. The said lien for unpaid assessments shall take precedence over any subsequent judgment, attachment, or claim of title of any trustee in bankruptcy.

(ii) Enforcement of Liens. A lien for unpaid assessments may be enforced by suit brought in the name of the Association, acting on behalf of the Lot Owners, in a like manner as the enforcement of a lien is provided by the laws of the State of Tennessee. Without prejudice to its right to bring such a suit for enforcement, the Association, at its option, may enforce collection of delinquent assessments by any other competent proceeding and, in any event, the Association shall be entitled to recover in such action, suit, or proceeding, the assessments which are delinquent at the time of judgment or decree, together with interest thereon at the highest legal rate of interest per annum from the date of delinquency (or such other annual rate of interest as may be set forth in the Bylaws, which rate shall be permitted by Tennessee law) and all costs incident to the collection in the action, suit, or proceeding, including, but not limited to, attorneys' fees, the expenses of enforcement, and court costs.

(iii) Notice of Lien. This Declaration creates a lien on each and every Lot within the Property in favor of the Association and for the benefit of all Members to secure payment to the Association of any and all assessments and other sums levied against any and all Members and their respective Lots, together with late payment fees, interest, and all costs of collection therewith, including attorney's fees. If such assessment is not paid when due, the Board may elect to record a notice of lien on behalf of the Association against the Lot of which such assessment is delinquent, said notice of lien to be recorded in the Register's Office. Such notice of lien shall be executed and acknowledged by the principal officer of the Association or any other officer of the Association authorized in writing by the Board or the Association's duly authorized managing agent, and shall contain substantially the following information:

1. The name of the Association;
2. The name of the delinquent Member(s) at the time of the recording of the notice of lien;

3. A brief legal description of the Lot owned by the delinquent Member and the street address of such Lot;
4. The total amount claimed to be due on the lien for the amount of the unpaid assessments currently due or past due, any late payment fees, interest, costs of collection, and attorney's fees;
5. The date of issuance of the notice of lien;
6. The current address of the Association and the name and current address of the person to contact to arrange for payment or release of the lien;

Any such lien may be enforced by the Board of Directors in any manner provided by any applicable law of the State of Tennessee, as the same may be modified or amended from time to time.

(iv) Non-Judicial Foreclosure. The Association may non-judicially foreclose its lien as provided in this section and in accordance with Tennessee law: for and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein, the receipt and sufficiency of which is hereby acknowledged and to secure the payment of assessments levied by the Association as provided in Article VI of this Declaration, interest, and attorneys' fees, any and all other amounts which may be due the Association under any provision of this Declaration (such assessments, interest, attorney's fees, and the amounts due under this Declaration herein collectively being the "Assessments"), a lien is expressly retained by the Association on every Lot. And now, for the purpose of securing the payment of the lien of the Assessments; rendering unnecessary court proceedings for the enforcement of the lien in the event of non-payment of the Assessments and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners, for themselves, their heirs, successors, administrators, personal representatives, and assigns (herein "Trustors"), hereby transfer and convey unto M. Wayne Mink, Jr.; Brandon F. McNary; or the then duly-elected President of the Association, Trustees (each a "Trustee"), either of whom may act, their respective successors and assigns, their respective Lots upon the following uses and trusts:

Trustors agree to pay their *pro rata* share of Assessments, when due, and further agree to pay all taxes and Assessments levied against their Lots, and to pay them when due, and, upon demand of the Trustee or the lawful owner of the Assessments, to discharge, or remove any liens (except a mortgage or deed of trust) which may be hereafter placed against Trustor's Lot and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the Lot in good repair and preservation, and in case the Trustee or his successors or the lawful owner of the Assessments is required to enforce, or defend the title to, or possession of, the Lot, or the lien of this instrument, or to prove the Assessments, all the costs and expenses of such proceedings, together with an attorneys' fee, shall be allowed, and paid by Trustors upon demand and, upon failure to do any of these things the Trustee, or the lawful owner of the Assessments, may do any or all of these things, and the amounts paid shall bear interest from the date of payment at the highest legal rate and shall become a part of the Assessments secured hereby. Now, if Trustors shall pay their Assessments when due, and pay any other sums when due, then this trust conveyance shall be of no further force or effect. But if the Assessments or any interest thereon are not paid when due, or if Trustors fail to reimburse the Trustee or lawful owner of the Assessments for all sums, with interest, so expensed by the Trustee or lawful owner of the Assessments within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty-one (21) days' notice by three (3) publications in any newspaper, daily or weekly, published or of common circulation in Shelby County, Tennessee, to sell the Lot, and any improvements thereto, at the southwest door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of the Assessments, enter and take



possession of the Lot, and shall only account for the net rents actually received by him. A foreclosure sale may be adjourned by Trustee and may be reset at a later time and/or date by announcement at the time and place of the originally advertised sale and without any further publication. It is further agreed that, in the event the Trustee fails before selling the Lot to enter and take possession thereof, the purchaser shall be entitled to immediate possession upon the delivery to him by the Trustee of a deed for the Lot. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

- (1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also, reasonable attorneys' fees which arise on account of the execution of this conveyance, or the enforcement of said lien and the expenses of any such litigation.
- (2) To the payment of all the Assessments herein secured, and any sums expensed in the protection of the Lot as herein authorized.
- (3) To the payment of all taxes and other recorded liens which may be unpaid on the Lot.
- (4) The residue, if any, will be paid to Trustors, their order, representatives, or assigns.

In case of the death, absence, resignation, inability or refusal to act of any Trustee, or for any other reason, the Board of Directors of the Association is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office, and the title herein conveyed to the above-named Trustee shall be vested in said successor. The word Trustors when used herein shall apply to parties both singular and plural.

**Section 8.** Assessments Uniform. Subject to the provisions of Article VI, Section 5 of this Declaration regarding the commencement of assessments, any and all assessments must be fixed at a uniform rate for all Lots. It is the intent of this provision that assessments shall be uniform against any and all Lots upon which the levying of assessments has commenced.

**Section 9.** Special Assessments. In addition to the regular, annual assessments authorized by this Declaration, the Association may, from time to time, 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 or replacement of an improvement for which the Association is specifically responsible, or for such other purposes as the Board may consider necessary, provided that such assessment is approved by the affirmative vote of Members holding two-thirds (2/3) of Member votes in attendance at a duly-called special meeting. A special meeting of the Members shall be duly-called for this purpose, written notice of which shall be sent to all Members as provided in the Bylaws and which notice shall set forth the purpose of the special meeting. A Lot not subject to the regular assessments, pursuant to Article VI, Section 5 of this Declaration, shall also not be subject to special assessments. In other words, until such time as annual assessments commence against a Lot pursuant to Article VI, Section 5 of this Declaration, such Lot shall not be subject to any special assessments.

**Section 10.** Initial Sales Assessments. In addition to the regular, annual assessments authorized by this Declaration, the Association shall levy an initial sales assessment, for the purpose of building the capital reserves of the Association, on the initial sale of Lots to Lot Owners who intend to own a Lot for residential purposes (whether to reside or lease such Lot). Such assessment shall be due upon the sale of such Lot. The assessment will be chargeable to the new Lot Owner and will be in the amount of **THREE HUNDRED AND 00/100 DOLLARS (\$300.00)**. Such assessment shall only be levied upon the initial sale of Lot from a Developer Affiliate to a Lot Owner who intends to use the Lot for residential purposes and not for any subsequent sales.

**Section 11.** Enforcement by the Developer. In the event a builder violates Article VII, Section 3(t), as discussed below, the Developer may enforce the provisions of this Article VI to collect any Fine, as defined herein.

**ARTICLE VII**  
**RESTRICTIVE COVENANTS**

**Section 1.** Residential Use. Except as may otherwise be provided herein in Article VII, Section 3(c), all Lots within the Property shall be known and described as residential lots except for the Common Area, which shall be for Common Area amenities.

**Section 2.** Architectural Standards.

- A. No structure shall be erected on any Lot other than one (1) single family residence and additional structures expressly permitted by this Declaration and the Rules and Regulations.
- B. All single family residences shall have a minimum of a two (2) car side-load, enclosed garage. No front-load garages are permitted. No residence shall have an attached private garage for more than four (4) motorized vehicles. No residence constructed on a lot shall exceed one and one-half (1 1/2) stories in height as defined by an architect or otherwise permitted by the City of Lakeland, Tennessee. Any and all construction on a Lot shall be subject to any ordinances or regulations promulgated by the City of Lakeland, Tennessee, as such may be amended from time to time. One (1) dawn to dusk yard light shall be installed in the front yard of each lot. "Farm house" type homes, as such term is understood and accepted in the City of Lakeland, Tennessee, are expressly permitted.
- C. All single family residences shall have a minimum heated square footage of two thousand four hundred square feet (2,400 sq.ft.), exclusive of any open porches or garages.
- D. All roofs on all improvements constructed on a Lot shall be comprised of a dimensional shingle material. All exterior colors for initial construction and any subsequent re-paintings (or re-colorings or renovation or restoration) must be earth tones or neutral colors. No awnings on the front or sides of any house will be permitted except as otherwise approved as provided in this Declaration.
- E. All siding is to be of cementitious material, such as hardiplank. No aluminum columns or siding are permitted.
- F. Copper flashing and louvers shall be used on the front of each home.
- G. Additional structures may be erected in the rear yard (provided such accessory structures are no larger than 20'x 20' and have a brick façade [no metal or plastic buildings], and are constructed in the same manner as the primary improvements on the Lot with regard to foundation, colors, shingles, and paint) subject to the architectural approval provisions provided in this Declaration.
- H. No polished brass exterior lighting is permitted. No colored exterior lighting (except in the case of holidays) is permitted.
- I. All single family homes are to be sixty percent (60%) brick or stone veneer (painted brick is allowable).
- J. All single family residences constructed on a Lot must be substantially complete within eighteen (18) months from the date of commencement.
- K. For the purposes of this Declaration, the "rear yard of a Lot shall mean that portion of a Lot which lies behind the planar extensions of the last rear wall (i.e., opposite of the public right-of-way, or in the event the Lot is a corner Lot, opposite of the public right-of-way upon which the main entrance to the residence is located) of the improvements constructed on the Lot.

- L. All windows shall have grids on the front and side windows. All windows shall have a profile that includes brick mold trim. Simulated Divided-Light (SDL) or true Divided Light (DL) windows are required on the front of each home.
- M. Aluminum windows are prohibited. Vinyl Clad, Aluminum Clad, Wood Windows, and Composite Windows are acceptable window materials.
- N. All mailboxes are to be identical in design and will be initially selected by the Developer.
- O. All driveways behind the drive inlet and sidewalk are to be washed aggregate.
- P. All exterior lights are to be constructed and maintained so as to provide illumination for that Lot only and so as not to become a nuisance to the adjacent property owners.

**Section 3. 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) The Property is hereby restricted to residential dwellings for residential use. All new buildings or structures erected upon the Property shall be of new construction, and no buildings or structures shall be moved from other locations onto the Property and no subsequent buildings or structures, other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any portion of the Property at any time as a residence, either temporarily or permanently. This provision shall not prohibit builders from placing temporary construction or sales trailers on Lots during the construction of improvements thereon or the sale of such Lot. This provision shall not be construed to prohibit accessory structures permitted by Article VII, Section 2(F) of this Declaration.

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Property except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All pets shall be confined within homes or fenced areas or restrained by leash at all times. Each Owner shall prevent its pet(s) from soiling walks, paths, and all portions of the Common Area and, if so soiled, shall immediately clean and properly dispose of such waste. For the purposes of this Declaration, "household pets" shall include such traditional animals, such as dogs, cats, birds, and fish. No wildlife or domestic variations of farm animals shall be kept in or on the Property. Notwithstanding any of the foregoing, however, neither this Article VII, Section 3(b), any other provision of this Declaration, nor any rule or regulation of the Association shall be enforced, adopted or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Lot to keep and use a seeing eye dog or other assistive or service animal for purposes provided for in any local, state or federal law, statute or ordinance protecting the applicable person's right to do so.

(c) Advertising signs for the purpose of the sale of a single family residence as approved by appropriate governmental authorities are allowed. No "for rent" signs, billboards, commercial signs (excluding those used or permitted by the Developer), unsightly objects, or nuisances shall be erected, placed or permitted to remain in the Property nor shall the Property be used in any way or for any purposes which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. No recurring business activity of any kind whatsoever, as determined by the Board, shall be conducted on any Lot (for the purposes of this Declaration, "recurring business activity" does not prohibit telecommuting, but does prohibit increased business traffic to and from the Lot as determined by the Board in its sole and reasonable discretion). Nothing in this provision or this Declaration shall be deemed to prohibit a builder or the Developer from placing "for sale" signs on any Lot owned by such builder or the Developer or larger directional and marketing signs in the Common Areas of the Property for the purpose of selling and marketing homes. Additionally, nothing in this provision or this Declaration shall be deemed to prohibit a builder or the Developer from actively soliciting his Lots in the Property. Nothing in this Declaration is

intended to conflict with or otherwise preempt the provisions of the Tennessee Freedom of Speech Act, Tenn. Code § 2-7-143(b)(2), as such may be amended or repealed from time to time.

(d) 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 the drives and street. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Wheeled garbage buggies, garbage cans, or other refuse shall be placed at or near any street for collection at reasonable times either the day before or the day of collection and said buggies shall be timely removed after collection.

(e) Radio, television transmission receiving towers and/or antennae are not acceptable and will not be approved or allowed. Without prior written approval and the authorization of the ACC, as such term is defined herein in Article IX, Section 1, no exterior satellite dish shall be placed, allowed, or maintained upon any portion of the improvements located upon a Lot in the Property nor upon any structure situated upon a Lot in the Property. In the event such approval is granted, the size and location must be approved by the ACC. This section is intended to comply with existing OTARD (Over the Air Reception Device) regulations as such may be amended from time to time. Anything in this Declaration to the contrary notwithstanding, a Lot Owner may install or have installed one (1) satellite dish, of less than one (1) meter in diameter, on the improvements on his or her Lot without any authorization or approval from the ACC provided such satellite dish is installed on the rear of such improvements and is otherwise not readily visible from public right-of-way to the front of such improvements. The placement, erection, and construction of radio receiving and/or transmission towers, feedlines, supporting structures, and similar such antennae (each an "Antenna") shall be prohibited at the Property unless otherwise permissible under with the provisions of the Federal Amateur Radio Act, as such may be adopted, amended, interpreted by courts, and regulated by federal agencies. Any permitted Antenna shall follow generally accepted engineering standards, shall be grounded, and shall comply with the provisions of Article IX of the Declaration regarding architectural approval.

(f) No recreational vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, or similar type items shall be kept on any portion of the Property or any Lot unless within the enclosed garage or behind a wood fence in the rear yard of a Lot. It is strictly prohibited to store or park junk or inoperable automobiles on or about any of said Lots. All motorized vehicles parked at the Property must be licensed and in operating condition.

(g) 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. No excessive lawn ornaments of any kind will be permitted in yards facing streets or common areas without the written consent of the ACC, defined herein. The Association, 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 the Association, as appropriate, for the cost of such work should such Owner refuse or neglect to comply with the terms of this paragraph. The provisions of this section shall not apply to any Lot owned by the Developer or by a Developer Affiliate.

(h) No obnoxious or offensive trade or activity shall be carried on upon any Lot in the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners within the Property. No sound shall be emitted on any part of a Lot in the Property which is unreasonably loud or annoying. No odor shall be emitted on any part of the property which is noxious or offensive to others. For the purposes of this Declaration, construction work shall not be deemed a nuisance.

(i) No building material of any kind or character shall be placed or stored upon any of the said Lots until the Owner is ready to commence improvements.

(j) No basketball standards, backboards, goals other fixed sports apparatus shall be permitted to be affixed to the front of any houses. Any and all basketball goals shall be located in the rear yard of the Lot.

(k) Fences are to be of cedar wood, brick, or ornamental metal, or any combination thereof. No chain link fences are permitted. All wood fencing is to have a 2" minimum clearance under all portions. All brick fences are to have a 4"x6" open space at ground level 4'-0" on center minimum. All existing surface drainage must be maintained. Swales may be constructed to prevent drainage directly onto buildings, but in no case shall surface drainage be diverted or obstructed to prevent the shared sheet surface drainage from entering into or through any Lot by means of fences or on-site grading. No fencing of any type shall extend beyond the buildings lines of the front yards or side yards of corner lots. All fencing must have written approval from the ACC and be permitted by the appropriate governmental authority. If any approved fence is located on a property line between two Lots, it shall be maintained and repaired jointly by the owners of both Lots. No fences, hedges, pillars, or exterior walls shall be erected or maintained in the Property except such as are installed in accordance with the initial construction of the dwellings located thereon or as approved by the Board of Directors or their designated representatives.

(l) All buildings constructed on a Lot shall be no closer to the side property lines of the Lot than is permitted by the appropriate governmental authority.

(m) Clothes lines, temporarily installed basketball goals in the street, and excessive outdoor lighting are prohibited. Solar panels must be approved in advance by the ACC.

(n) There shall be no violation of any rules adopted by the Board of Directors and promulgated amongst the Members in writing.

(o) The Board of Directors of the Association may develop and maintain from time to time a written set of Rules and Regulations governing the day to day use of the Common Area by the Owners thereof. Such Rules and Regulations may be amended by a majority vote of the Board of Directors; however, such Rules and Regulations shall not unreasonably restrict an Owner's use of the Lots governed hereby. The Rules and Regulations shall be provided to all Lot Owners.

(p) Any and all covenants included on any plats of the Property or the Additional Property are hereby incorporated herein and are enforceable by the Association by and through its Board of Directors.

(q) No above ground swimming pools shall be allowed in the Property. The construction of any in ground swimming pool shall be subject to the provisions of Article IX of this Declaration.

(r) Stone, gravel, and artificial turf yards are strictly prohibited within the Property.

(s) No window mounted air conditioning or heating units shall be allowed, permitted, or installed on any improvements within the Property.

(t) A builder shall be liable to the Developer and the Association for keeping the public roads and rights-of-way in Evergreen Manor in front of or adjacent to any Lots which they own clean and clear of any mud, dirt, and debris in accordance with any notices from the Tennessee Department of Environment and Conservation, the City of Lakeland, and/or any applicable governmental or administrative law, statute, regulation, or ordinance (collectively, the "Statutes"). The Developer and/or the Association may charge a

builder any fines, fees, or penalties assessed to it for any violations of the Statutes caused by such builder (each being a "Fine"). The collection of a Fine will be treated as an assessment as provided in Article VI above, providing the Developer and/or Association the authority to lien and/or foreclose on a builder's Lot should such Fine not be repaid to the Developer and/or the Association. In the event a builder violates any of the Statutes, then the Developer, upon five (5) days' prior written notice, may enter such builder's lot with or without permission to cure any such violation of the Statutes with one hundred and ten percent (110%) of the cost of such remediation and clean-up being deemed part of the Fine, collectable as provided herein.

(u) The Developer reserves unto itself, during the Developer Control Period, the right to approve additional and separate restrictions at the time of sale or any time during the Developer Control Period thereafter of any of the Lots, which restrictions may differ from Lot to Lot. This right shall not transfer to the Association nor any of its Members upon the termination of the Developer Control Period.

(v) Unless otherwise authorized in writing by the City Engineer of the City of Lakeland, Tennessee, builders agree: (i) all public streets shall be kept clear and free of dirt and debris; (ii) all construction activity shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m., Monday thru Saturday, and no construction activity shall be permitted on Sundays; and (iii) the Developer and Lot purchasers shall provide the Department of Community Development of the City of Lakeland, Tennessee, with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the above should the occasion arise to do so.

#### ARTICLE VIII INSURANCE

The Association and each Lot Owner agree that (i) the insurance on the improvements on the Lots, including interior portions thereof, is the responsibility of the respective Lot Owners, and (ii) the Common Area shall be insured against risks as determined by the Association, including fire and extended coverage, in the amount of full insurable value. Public liability insurance shall also be maintained on the Common Area and shall be a common expense. Said insurance will be maintained by the Association for the use and benefit of the Lot Owners and absolute liability shall not be imposed on Lot Owners for damage on the Common Area. The premiums for any coverage regarding individual Lots and improvements thereon shall be an expense of individual Lot Owners. If it can be obtained, the Association shall maintain directors' and officers' liability coverage insurance. During the Developer Control Period, the Association shall insure the Developer in such amounts and with such coverages as deemed appropriate by the Developer in its sole and absolute discretion.

#### ARTICLE IX ARCHITECTURAL CONTROL

**Section 1.** Architectural Control Committee (ACC). An Architectural Control Committee (the "ACC") is hereby established. The Developer or his assigns or appointees shall be the member(s) of the initial ACC. The Developer shall have the sole and absolute right to name and control the ACC during the Developer Control Period. Upon termination of the Developer Control Period, control of the ACC shall be handed over to the Association and the Board of Directors shall name the members of the ACC. In the event the Developer turns over control to the Association prior to the termination of the Developer Control Period, then the Developer, in its sole discretion may retain control of the ACC until the termination of the Developer Control Period. The ACC, upon turnover of the Association, shall be composed of three (3) individuals (at least a majority of whom must be Members). A non-Member professional, such as an architect or an engineer, may serve on the ACC. Director(s) may also serve on the ACC. Anything herein to the contrary notwithstanding, during the Developer Control Period, the Developer may, in its sole and absolute discretion waive the review and approval requirements of this Article IX as to any Developer Affiliate (as such is defined in Article VI of this Declaration). The ACC may charge a Lot Owner for any

professional fees or costs associated with the review of any Plans or Materials, as defined by this Article IX, with such fees or costs being deemed an assessment on such Lot, in accordance with the provisions of Article VI of this Declaration, if not paid within thirty (30) days of written notice of such fees or costs.

The affirmative vote of a majority of the membership of the ACC shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein. The Board, in its sole discretion, may override any decision of the ACC.

**Section 2.** Approvals Necessary, Rules of Committee and Remedies for Violations. 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 Lots be altered in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the written consent of the ACC; 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 ACC. Such plans and specifications (the "Plans") shall be in such form and shall contain such information as may be required by the ACC, but in any event shall include:

- A site plan of the Lot showing the elevation, 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
- The ACC may require: landscape and grading plans of the particular Lot.

The ACC 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 and may issue statements of policy with respect to approval or disapproval of the 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 ACC at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval or to waive the exercise of the ACC's discretion as to any such matter, but no changes of policy shall affect the finality of any Lot or any plans or specifications previously submitted to and approved by the ACC but such approval shall not be deemed a waiver by the ACC 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 or 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 and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot in question. For the purposes of this Declaration, "landscaping" and the authority of the Association or the ACC to review and/or approve landscaping shall be limited to the planting of trees, removal of live trees, the landscaping or re-landscaping of the majority of an existing front yard as determined by the ACC, installation of irrigation systems, and the sodding or re-sodding of yards. The replacement (with substantially the same plantings) or removal of the remains of dead or damaged trees or vegetation does not require the consent or approval of the ACC.

In the event the ACC 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 (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC 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 ACC 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 thirty (30) 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, upon obtaining a judicial order, 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, including attorney's fees and the expenses of enforcement, 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 Register's Office. The Association shall have the right to bring any action in law or equity, including but not limited to seeking injunctive relief, to extinguish any such violation of this Declaration.

The ACC 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 the ACC may, at reasonable times and upon reasonable notice, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the exterior maintenance of such Lot and the maintenance, construction or alteration of structure thereon are in compliance with the provisions of the restrictions provided in this Article IX, 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 contained within the Property 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 such proceeding shall in no event be deemed a waiver of the right to do so thereafter.

Anything to the contrary herein notwithstanding, a builder (defined as an entity which owns a Lot primarily with the intent to improve such Lot for sale to a third party and does not, currently or in the past, reside on any improvements located upon such Lot) may comply with the provisions of this Article IX, Section 2 by providing the ACC with its standard elevations, colors and such building materials (unless otherwise waived by the ACC), and floor plans (collectively, the "Materials") for review and approval. The ACC shall review the Materials and approve or disapprove of the Materials in writing as otherwise provided herein. Individual Plans or site plans for each Lot shall not be necessary for builders. Provided the builder's Materials have been approved by the ACC, then the builder may opt to use any such Materials, in any combination, on any Lot owned by such builder within the Property without additional approval required from the ACC, provided such combination otherwise complies with the terms and provisions of this Declaration. Once the ACC has approved a builder's Materials in writing, such approval cannot be withdrawn. The failure of the ACC to act within the thirty (30) day review period provided in this Article shall be deemed the written approval of such submission.

Anything to the contrary herein notwithstanding, a builder need not submit the construction and installation of an initial fence on a Lot to the architectural review process outlined herein, provided such fence comply with any and all governmental provisions applicable to the Property, all zoning regulations, and this Declaration. In addition, any Lot Owner may install (including repairing or replacing an existing



wooden fence) a wooden fence without ACC approval provided such fence: (i) is constructed of cedar wood planks (dog-eared; 2'x6' treated wood caps are permitted, but not required) and treated cross members, with the finished side facing outward from the Lot and (ii) is constructed such that it is located behind the front façade of the home Under no circumstances, inclusive of corner Lots, may a fence be constructed closer to the street than the front yard setback.

**Section 3.** Architectural Control Committee's Duty. The primary duty of the ACC shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements, except the construction of the initial single family residences, on Lots within the Property in accordance with the provisions of this Declaration.

**Section 4.** Exculpatory Provision. Neither the ACC, the Association, nor any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provision, nor for any structural or other defects in any work done according to such Plans and specifications. Neither the ACC, the Association, nor any agent thereof, shall be responsible in any way should any Plans approved by the ACC fail to substantially comply with the terms and provisions of this Declaration.

#### ARTICLE X AMENDMENTS

**Section 1.** Amendments. Amendments to this Declaration may be effected as follows:

**Section 2.** By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than thirty-five percent (35%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Lot Owners holding two-thirds (2/3) of all Owner votes. No amendment to this Declaration may be made during the Developer Control Period without the written consent of the Developer.

**Section 3.** By The Developer. The Developer, during the Developer Control Period, may amend this Declaration, the Charter, or the Bylaws of the Association unilaterally in whole or in part in order to conform this Declaration to the requirements of any applicable governmental agency; to conform this Declaration to the requirements any mortgage lender; or to ensure, in its sole and absolute discretion, the reasonable development of the Property. In the event that the Developer is more than one (1) entity during the Developer Control Period, then all entities exercising any Developer Powers, as defined herein, must join in such amendment made by the Developer.

**Section 4.** Execution and Recording. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association and (ii) recorded in the Register's Office.

#### ARTICLE XI MISCELLANEOUS

**Section 1.** Choice of Law. This Declaration has been executed in the State of Tennessee, and shall be construed, performed and enforced in accordance with the laws of the State of Tennessee.

**Section 2.** Severability. In the event any provision of this Declaration shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Declaration shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived

from this Declaration and the performance hereof are not adversely affected by the elimination of such provision(s).

**Section 3.** Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

**Section 4.** Binding Effect. The terms of this Declaration and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

**Section 5.** Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property 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 terminated at any point during their term or any extension thereof by a written document executed and acknowledged by eighty percent (80%) of all the Members.

**Section 6.** Enforcement. The Association shall have the right to enforce the covenants and restrictions contained in this Declaration or applicable to the Property 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 and/or the expenses of defending the enforcement or any provision of this Declaration, including court costs, expenses, and attorney's fees, by the Association or Member shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

**Section 7.** Cost and Attorney's Fees. In any proceeding arising because of an alleged failure of a Member to comply with the requirements of the Act, this Declaration, the Charter, or the Rules and Regulations adopted pursuant to this Declaration, as the same may be amended from time to time, the Association shall be entitled to recover the costs of the proceeding its such reasonable attorneys' fees (including appellate attorneys' fees).

**Section 8.** No Waiver of Rights. The failure of the Association or any Member to enforce any covenant, restriction, or other provision of this Declaration, the Charter, or the rules and regulations adopted pursuant to this Declaration, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

**Section 9.** Assignment of Developer's Rights and Developer Powers. During the Developer Control Period, the Developer may assign its interest, rights, and authority under this Declaration and the Bylaws to another party (the "Assignee") by a written instrument to be recorded in the Register's Office. In the event of any such assignment, this Declaration shall be binding upon and inure to the benefit of the Assignee. For the purposes of this section, the interest, rights, and authority of the Developer include, but are not limited to, any and all control, management, and amendment powers. In the event the Developer assigns its rights hereunder to a subsequent party, the Developer is thereby released and discharged from the Declaration and shall have no liability hereunder. Any authority, power, right, or other such interest vested in the Developer pursuant to this Declaration shall be referred to and known as, collectively, the "Developer Powers". A Developer shall only exercise the Developer Powers for so long as such Developer owns a Lot or other portion of the Property at the Evergreen Manor. When a Developer no longer owns a

Lot or other portion of the Property at the Evergreen Manor, then such Developer shall no longer exercise any Developer Powers and shall no longer be deemed a Developer.

**Section 10.** Recitals. The foregoing recitals are true and accurate.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

THE DEVELOPER:

EVERGREEN MANOR LLC,  
a Tennessee limited liability company

By: Billy Glenn May  
Name: Billy Glenn MAY  
Title: Member Mgr

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Billy Glenn MAY, Member Manager of Evergreen Manor LLC, a Tennessee limited liability company, 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 Member Manager of Evergreen Manor LLC, a Tennessee limited liability company, the within named bargainor, a limited liability company, and that she/he as such Member Manager, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as its Member Manager.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 13<sup>th</sup> day of September, 2018.



M. Wayne Mink Jr.  
NOTARY PUBLIC  
My Commission Expires: 7/3/21

*Bob*

**JOINDER BY FIRSTBANK**

The undersigned FirstBank ("Lender") does hereby join in this Declaration to consent to the imposition of the covenants, conditions, and restrictions imposed by this Declaration upon the Property described herein, but only upon the express condition that nothing herein shall affect the priority of the Lender's security interest in the Property.

In witness whereof, the Lender has caused this Declaration to be executed this 12 day of September, 2018.

FIRSTBANK,  
a Tennessee corporation

By: *Robert E. Word*  
Name: ROBERT E. WORD  
Title: VICE-PRESIDENT

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared ROBERT E. WORD, VICE-PRES. of FirstBank, a Tennessee corporation, 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 VICE-PRES. of FirstBank, a Tennessee corporation, the within named bargainer, a corporation, and that she/he as such VICE-PRES., executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its VICE-PRES.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 12 day of September, 2018.

*John E. Allmon IV*  
NOTARY PUBLIC  
My Commission Expires: 3-19-2019

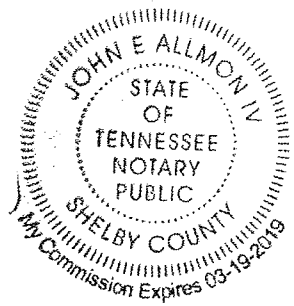


EXHIBIT "A"  
THE PROPERTY

Land situated in Shelby County, Tennessee, and being more particularly described as follows:

Description of the North part of the William R. May and Alisa May Geddings property recorded in Instrument Number 06004162 and part of the Billy G. May and Ron May property recorded in Instrument Number 05057392 in the Shelby County Register's Office:


Commencing at the point of intersection of the North line of U.S. Highway 70 (106' R.O.W.) and the centerline of Evergreen Road; thence along said centerline N 5 deg 12' 54" E a distance of 449.29' to the point of beginning; thence S 71 deg 31' 41" W a distance of 1155.22' to a point; thence N 10 deg 34' 56" W a distance of 302.87' to a point, said point being the Southwest corner of Lakeland Heights Subdivision (Plat Book 208, Page 51); thence N 71 deg 3' 41" E a distance of 1245.26' to a point in the centerline of Evergreen Road; thence along said centerline S 5 deg 12' 54" W a distance of 327.60' to the point of beginning, containing 8.22 acres more or less.

EXHIBIT "B"  
THE PLAT OF EVERGREEN MANOR

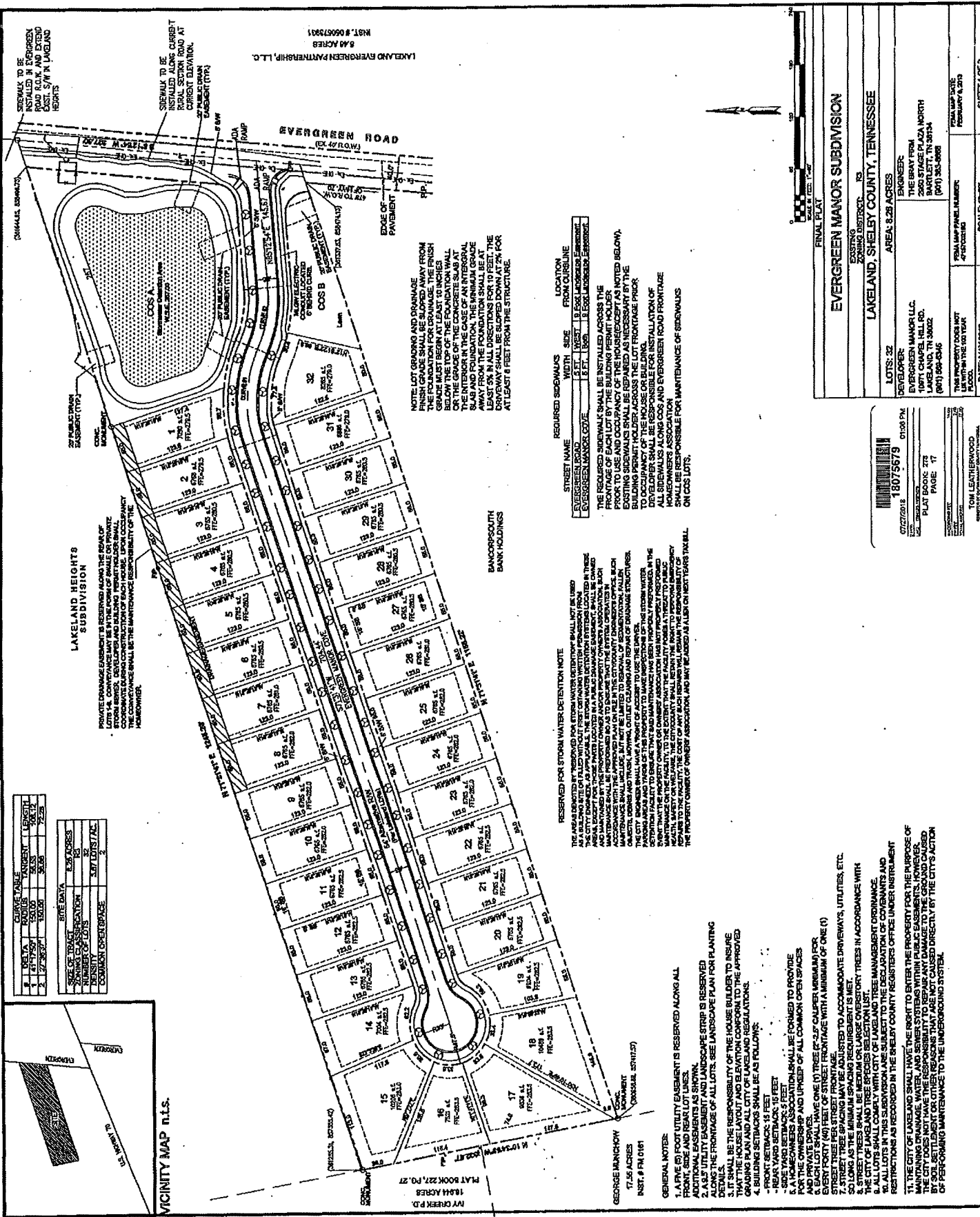


*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

	
<b>18075679</b>	
07/27/2018	01:06 PM
2 PGS	
LACI 1784523-18075679	
<b>PLAT BOOK: 278</b>	
<b>PAGE: 17</b>	
RECORDING FEE	15.00
DP FEE	2.00
TOTAL AMOUNT	17.00
<b>TOM LEATHERWOOD</b> REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	





STREET NAME	WIDTH	SIZE	LOCATION FROM CURBLINE
EVERGREEN ROAD	15 FT.	WEST	18 FEET LANDSCAPE EASEMENT
	15 FT.	EAST	18 FEET LANDSCAPE EASEMENT

**RESERVED FOR STORM WATER DETENTION NOTE**  
 THE AREA DESIGNATED BY THESE DIMENSIONS FOR STORM WATER DETENTION SHALL NOT BE USED FOR ANY OTHER PURPOSES. THE STORM WATER DETENTION SYSTEM LOCATED IN THESE AREAS IS THE PROPERTY OF THE CITY OF LAKELAND. THE STORM WATER DETENTION SYSTEM SHALL BE MAINTAINED AND OPERATED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS SET FORTH IN THE CITY OF LAKELAND'S STORM WATER MANAGEMENT PLAN. THE CITY OF LAKELAND SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE STORM WATER DETENTION SYSTEM. THE DEVELOPER SHALL MAINTAIN ACCESS TO THE STORM WATER DETENTION SYSTEM AT ALL TIMES. THE CITY OF LAKELAND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE STORM WATER DETENTION SYSTEM. THE DEVELOPER SHALL MAINTAIN ACCESS TO THE STORM WATER DETENTION SYSTEM AT ALL TIMES. THE CITY OF LAKELAND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE STORM WATER DETENTION SYSTEM. THE DEVELOPER SHALL MAINTAIN ACCESS TO THE STORM WATER DETENTION SYSTEM AT ALL TIMES.

- GENERAL NOTES:**
1. A 10' (10) FOOT UTILITY EASEMENT IS RESERVED ALONG ALL FRONT, SIDE AND REAR LOT LINES.
  2. A 3' (3) FOOT UTILITY EASEMENT AND LANDSCAPE STRIP IS RESERVED ALONG THE FRONTAGE OF ALL LOTS. SEE LANDSCAPE PLAN FOR PLANTING.
  3. IT SHALL BE THE RESPONSIBILITY OF THE HOUSE BUILDER TO INSURE THAT THE HOUSE LAYOUT AND ELEVATION CONFORM TO THE APPROVED GRADING PLAN AND ALL CITY OF LAKELAND REGULATIONS.
  4. BUILDING SETBACKS SHALL BE AS FOLLOWS:  
 - REAR YARD SETBACK: 15 FEET  
 - SIDE YARD SETBACK: 5 FEET  
 - HOMEOWNERS ASSOCIATION SHALL BE FORMED TO PROVIDE FOR THE OPERATION AND UPRIDE OF ALL COMMON OPEN SPACES AND EACH LOT SHALL HAVE ONE (1) TREE (2-2.5" CALIPER VARIETY) FOR EVERY 400 (400) FEET OF STREET FRONTAGE WITH A MINIMUM OF ONE (1) TREE. THESE SPACING REQUIREMENTS SHALL BE MET.  
 - STREET TREES SHALL BE MEDIUM OR LARGE OVERSTORY TREES IN ACCORDANCE WITH THE CITY OF LAKELAND'S TREE MANAGEMENT ORDINANCE.  
 - ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE SHELBY COUNTY REGISTER'S OFFICE UNDER INSTRUMENT # 18075679
  5. THE CITY OF LAKELAND SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING DRAINAGE WATER AND SEWER SYSTEMS WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE GROUND CAUSED BY SOIL SETTLEMENT OR OTHER UNREASONED DIRECTLY BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEM.

LOT #	AREA (SQ. FT.)	LENGTH (FEET)	WIDTH (FEET)
1	123.50	99.33	123.50
2	123.50	99.33	123.50
3	123.50	99.33	123.50
4	123.50	99.33	123.50
5	123.50	99.33	123.50
6	123.50	99.33	123.50
7	123.50	99.33	123.50
8	123.50	99.33	123.50
9	123.50	99.33	123.50
10	123.50	99.33	123.50
11	123.50	99.33	123.50
12	123.50	99.33	123.50
13	123.50	99.33	123.50
14	123.50	99.33	123.50
15	123.50	99.33	123.50
16	123.50	99.33	123.50
17	123.50	99.33	123.50
18	123.50	99.33	123.50
19	123.50	99.33	123.50
20	123.50	99.33	123.50
21	123.50	99.33	123.50
22	123.50	99.33	123.50
23	123.50	99.33	123.50
24	123.50	99.33	123.50
25	123.50	99.33	123.50
26	123.50	99.33	123.50
27	123.50	99.33	123.50
28	123.50	99.33	123.50
29	123.50	99.33	123.50
30	123.50	99.33	123.50
31	123.50	99.33	123.50
32	123.50	99.33	123.50

**VICINITY MAP n.s.**

LOT: 32  
 DEVELOPER: EVERGREEN MANOR LLC, 10115 EVERGREEN ROAD, LAKELAND, TN 38022 (901) 999-6346  
 ENGINEER: THE GREAT FIRM, 1818 W. W. NORTH, BARRETTS, TN 38154 (901) 583-8989  
 SCALE: 1"=80'  
 DATE: MAY 22/18  
 SHEET 1 OF 2

**CERTIFICATE OF MORTGAGEE AND DEDICATION**

WE, THE MORTGAGEE, FirstBank DO HEREBY FREELY CONSENT TO THE SUBMISSION OF THIS PROPERTY IN ACCORDANCE WITH THE FINAL PLAT DEDICATE THE PUBLIC IMPROVEMENTS, EASEMENTS, OR LANDS HEREIN IDENTIFIED FOR DEDICATION, TO THE APPROPRIATE AGENCIES AS AUTHORITY IDENTIFIED BY THE MUNICIPAL PLANNING COMMISSION OF LAKELAND, TENNESSEE FOR THE PURPOSES OF OPERATION, CONSTRUCTION AND MAINTENANCE OF THESE IMPROVEMENTS, AS NEEDED FOR THE PROPER DEVELOPMENT AND MAINTENANCE OF SAID SUBDIVISION.

SIGNATURE OF AUTHORIZED AGENT OF MORTGAGEE [Signature] DATE 7/23/18

STATE OF TENNESSEE  
COUNTY OF SHELBY

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, DO HEREBY PERSONALLY APPEAR Walter D. [Signature] WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVIDED TO ME BY A SATISFACTORY EVIDENCE) THAT SHE EXECUTED THE INSTRUMENT SET FORTH ABOVE FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING HIS NAME.



WITNESS MY HAND AND NOTARIAL SEAL, THIS 23 DAY OF July 2018  
MY COMMISSION EXPIRES 6-21-2030 NOTARY PUBLIC  
[Signature]

**CERTIFICATE OF MUNICIPAL PLANNING COMMISSION APPROVAL - SUBDIVISION**

DO HEREBY CERTIFY THAT THE CITY OF LAKELAND MUNICIPAL PLANNING COMMISSION HAS APPROVED THIS FINAL PLAT AND THE SIGNING OF THIS CERTIFICATE SHALL IN NO WAY BE DEEMED TO CONSTITUTE OR EFFECT AN ACCEPTANCE OF THE DEDICATION OF ANY STREET, IMPROVEMENT, OR OTHER GROUND SHOWN UPON THE PLAT.

[Signature] DATE 7/23/18

**CERTIFICATE OF NATURAL RESOURCES DIRECTOR**

THE PRELIMINARY/FINAL PLAT / SITE PLAN IS REVIEWED AND DEEMED COMPLIANT WITH THE LAND DEVELOPMENT REGULATIONS, SUBJECT TO ANY WAIVERS, MODIFICATIONS, OR VARIANCES THEREOF GRANTED BY THE CITY OF LAKELAND, AND IF APPLICABLE, HAVE RECEIVED REVIEW BY THE PARTNER

NATURAL RESOURCES DIRECTOR OR DESIGNEE [Signature] DATE 7/27/18

**CERTIFICATE OF CITY ENGINEER**

THE FINAL PLAT IS REVIEWED AND DEEMED COMPLIANT WITH THE LAND DEVELOPMENT REGULATIONS, SUBJECT TO ANY WAIVERS, MODIFICATIONS, OR VARIANCES THEREOF GRANTED BY THE CITY OF LAKELAND.

[Signature] DATE 7/27/18

**CERTIFICATE ENGINEER**

I, DAVID GEAN BRAY, A PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE DESIGN OF PUBLIC AND PRIVATE IMPROVEMENTS PROVIDED FOR IN THE PRELIMINARY PLAT / CONSTRUCTION PLANS / FINAL PLAT (WHICHEVER IS APPLICABLE) ARE IN ACCORDANCE WITH ACCEPTABLE ENGINEERING PRACTICES, THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, CITY OF LAKELAND MANUAL FOR PUBLIC WORKS AND MATERIALS SPECIFICATIONS, AND ALL CITY OF LAKELAND ORDINANCES, INCLUDING SUBDIVISIONS.

IN WITNESS WHEREOF, I, THE SAID DAVID GEAN BRAY, PROFESSIONAL CIVIL ENGINEER, HEREBY SET OUT HAND AND AFFIX MY SEAL, THIS 23 DAY OF July 2018  
PROFESSIONAL CIVIL ENGINEER  
STATE OF TENNESSEE CERTIFICATE NO. 116070



**CERTIFICATE OF SURVEYOR**

I, GEAN PAUL BRAY, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME DURING THE MONTH OF 2018 AND THAT THIS PLAT OR SITE PLAN CORRECTLY REPRESENTS SAID SURVEY. ALL BEARINGS ARE REFERENCED TO THE 1983 TENNESSEE STATE PLANE COORDINATE SYSTEM. ALL NEW PROPERTY CORNERS ARE MARKED IN ACCORDANCE WITH LAKELAND SUBDIVISION STANDARDS; THE PRECISION OF THE UNADJUSTED SURVEY IS THIRDO OR GREATER, AND ALL SPECIAL INSURANCE MATTERS ARE PRESENTLY LOCATED AS PER THE LATEST FLOOD INSURANCE RATE MAPS AND FIELD INFORMATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

IN WITNESS WHEREOF, I, THE SAID, GEAN PAUL BRAY, SURVEYOR, HEREBY SET OUT HAND AND AFFIX MY SEAL, THIS 23 DAY OF July 2018  
LAND SURVEYOR  
STATE OF TENNESSEE CERTIFICATE NO. 116070



**CERTIFICATE OF OWNERS AND DEDICATION:**

THE UNDERSIGNED, BILL MAY, HEREBY CERTIFY THAT HE IS THE CHIEF MANAGER OF EVERGREEN MANOR, LLC, AND THAT THE PLAT IS THE RESULT OF HIS OWNERSHIP AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS, PROPRIETORS, DO HEREBY DEDICATE TO THE CITY OF LAKELAND AND ALL PUBLIC IMPROVEMENTS, EASEMENTS, OR LANDS HEREIN SPECIFICALLY IDENTIFIED FOR DEDICATION, FOR THE PURPOSES OF OPERATION, CONSTRUCTION AND MAINTENANCE OF THESE IMPROVEMENTS, AS NEEDED FOR THE PROPER DEVELOPMENT AND MAINTENANCE OF SAID SUBDIVISION.

Bill May DATE 7/23/18  
EVERGREEN MANOR, LLC. NOTARY PUBLIC

STATE OF TENNESSEE  
COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED BILL MAY, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH, ACKNOWLEDGES HIMSELF TO BE OWNER OF EVERGREEN MANOR, LLC, AND HE AS SUCH OWNER, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING HIS NAME AS OWNER.

WITNESS MY HAND AND NOTARIAL SEAL, THIS 23 DAY OF July 2018  
MY COMMISSION EXPIRES 12/7/2020 NOTARY PUBLIC  
[Signature]



FINAL PLAT	
EVERGREEN MANOR SUBDIVISION	
EXISTING ZONING DISTRICT: <u>R3</u>	
LAKELAND, SHELBY COUNTY, TENNESSEE	
LOTS: <u>32</u>	AREA: <u>8.25</u> ACRES
DEVELOPER: EVERGREEN MANOR LLC, 1801 CHAPEL HILL RD., LAKELAND, TN 37062, (615) 588-6244	ENGINEER: THE BRAY FIRM, 2860 STAGE PLAZA NORTH, BARTLETT, TN 38754, (615) 588-6244
THIS PROPERTY DOES NOT FRONT THE LOT LINE	FORM MAP PANEL NUMBER: <u>4762000</u>
DATE: <u>MAY 2018</u>	SCALE: <u>1"=50'</u>
SHEET <u>2</u> OF <u>2</u>	

18075679  
07/27/2018 0:16 PM  
PLAT BOOK 278 PAGE 17  
TOM LEATHERWOOD  
REGISTERED PUBLIC AND COUNTY ENGINEER

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
M. Wayne Mink, Jr.,  
DINKELSPIEL, RASMUSSEN & MINK, PLLC  
1609 Kirby Parkway, Suite 106  
Memphis, TN 38120  
DRM File No.: 051047.0000

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR EVERGREEN MANOR SUBDIVISION**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EVERGREEN MANOR SUBDIVISION** (this "Amendment") is made as of this 20 day of OCTOBER, 2018, by **EVERGREEN MANOR HOMEOWNERS ASSOCIATION, INC.**, a Tennessee non-profit corporation (the "Association"), and **EVERGREEN MANOR LLC**, a Tennessee limited liability company (the "Developer") for that certain residential development situated in the City of Lakeland, Shelby County, Tennessee, more commonly known as **EVERGREEN MANOR** ("Evergreen Manor").

**WITNESSETH:**

**WHEREAS**, that certain Declaration of Covenants, Conditions, and Restrictions for Evergreen Manor Subdivision (the "CCRs"), dated September 14, 2018, recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office"), as Instrument No. 18094250, governs that certain residential development situated in the City of Lakeland, Shelby County, Tennessee, more commonly known as Evergreen Manor, which is administered by Evergreen Manor Homeowners Association, Inc., a Tennessee non-profit corporation (the "Association"); and

**WHEREAS**, the Association was formed with the filing of its corporate charter with the Tennessee Secretary of State as Business Control No. 000984993 on September 13, 2018, with a copy of the Charter being recorded in the Register's Office as Instrument No. 18095664; and

**WHEREAS**, the Association is governed by those certain "Bylaws of Evergreen Manor Homeowner Association, Inc." (the "Bylaws") attached to the CCRs as **EXHIBIT "D"**; and

**WHEREAS**, as of the date of this Amendment, Evergreen Manor is comprised of thirty-two (32) residential lots (each a "Lot"); and

**WHEREAS**, the real property currently comprising Evergreen Manor is more particularly shown and depicted on that certain plat of record in the Register's Office in Plat Book 278, Page 17; and

**WHEREAS**, the Association was conveyed certain common area as evidenced by that certain quitclaim deed, dated September 13, 2018, recorded in the Register's Office as Instrument No. 18096545; and

**WHEREAS**, the Association intends to amend the CCRs and the Bylaws as more particularly provided herein; and

**WHEREAS**, Article X, Section 3 of the CCRs provides that during the Developer Control Period, the Developer may amend the CCRs and Bylaws unilaterally in whole or in part to ensure, in the Developer's sole discretion, the reasonable development of Evergreen Manor; and

**WHEREAS**, Article VIII, Section 3 of the Bylaws provides that during the Developer Control Period, the Developer may amend the Bylaws unilaterally in whole or in part to ensure, in the Developer's sole discretion, the reasonable development of Evergreen Manor; and

WHEREAS, Article II, Section 8 of the CCRs defines the "Developer Control Period" and provides that it does not terminate until all Lots or other property being a part of Evergreen Manor owned by the Developer has been conveyed by the Developer to parties intending to use such property for solely residential purposes, amongst such other requirements; and

WHEREAS, as of the date of this Amendment, the Developer retains the ownership of several Lots in Evergreen Manor; and

WHEREAS, consequently, the Developer Control Period has not terminated;

WHEREAS, the Developer Control Period has not terminated pursuant to the CCRs and the Developer intends to amend the CCRs as more particularly provided in this Amendment; and

WHEREAS, the Developer, exercising its authority under Article X, Section 3 of the CCRs and Article VIII, Section 3 of the Bylaws and the Association have executed this Amendment.

NOW, THEREFORE, the CCRs and the Bylaws are hereby amended as follows:

1. **RECITALS:** The foregoing recitals are true and accurate.
2. **CAPITALIZED TERMS:** All capitalized terms not otherwise defined in this Amendment shall have the same meanings provided for in the CCRs and Bylaws.
3. **QUORUM AS DEFINED IN THE CCRs:** Article II, Section 6 of the CCRs is hereby deleted in its entirety with the following substituted in its place:

The presence, either in person or by proxy, of Members representing at least thirty percent (30%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

4. **CLARIFICATION ON INITIAL SALES ASSESSMENT:** Article VI, Section 10 of the CCRs is hereby deleted in its entirety with the following substituted in its place:

In addition to the regular, annual assessments authorized by the CCRs, the Association shall levy an initial sales assessment, for the purpose of building the capital reserves of the Association, on the initial sale of Lots to Lot Owners who intend to own a Lot for residential purposes (whether to reside or lease such Lot). Such assessment shall be due upon the sale of such Lot as more particularly provided herein. The assessment will be chargeable to the new Lot Owner and will be in the amount of **THREE HUNDRED AND 00/100 DOLLARS (\$300.00)**. Such assessment shall only be levied upon the initial sale of a Lot to a Lot Owner who intends to use the Lot for residential purposes and not for the initial construction of a residential structure upon such Lot. There shall be no subsequent sales assessment upon the sale of such Lot.

5. **ARCHITECTURAL STANDARDS:** Article VII, Section 2(B) of the CCRs is hereby deleted in its entirety with the following substituted in its place:

All single family residences shall have a minimum of a two (2) car side-load, enclosed garage. No front-load garages are permitted. No residence shall have an attached private garage for more than four (4) motorized vehicles. No residence constructed on a lot shall exceed one and one-half (1 1/2) stories in height as defined by an architect or otherwise permitted by the City of Lakeland, Tennessee. Any and all construction on a Lot shall be subject to any ordinances or regulations promulgated by the City of Lakeland, Tennessee, as such may be amended from time to time. "Farm house" type homes, as such term is understood and accepted in the City of Lakeland, Tennessee, are expressly permitted. Since all residential structures constructed upon the Lot are required to have a garage in front of such structure near the public right-of-way, each such garage shall be required to have a dusk to dawn photocell-controlled, double-headed floodlight with shielded flood bulbs mounted under the garage cornice soffit in the cornice corner nearest to such Lot's driveway inlet. Nothing herein shall preclude any builder or Lot Owner from installing additional, recessed lights in the soffit or additional double-headed, shielded floodlights in the other cornice corner(s), or ground mounted lights in front of the garage, provided such lighting is not excessive, as reasonably determined by the Board of Directors.

6. **ACCEPTABLE CONSTRUCTION MATERIALS:** Article VII, Section 2(I) of the CCRs is hereby deleted in its entirety with the following substituted in its place:

All single family homes are to be sixty percent (60%) brick (painted brick is allowable), stone veneer, or real hard stucco (not any synthetic stucco or EIFS product).

7. **SIZE OF ACCESSORY STRUCTURES:** Article VII, Section 2(G) of the CCRs is hereby deleted in its entirety with the following substituted in its place:

Additional structures may be erected in the rear yard (provided such accessory structures are no larger than 10'x 10' and have a brick, stone, real hard stucco, or non-masonry façade [no metal, vinyl, or plastic buildings], with a maximum 5/12 roof pitch, maximum eight foot (8') tall exterior walls, and are constructed in the same manner as the primary improvements on the Lot with regard to foundation, colors, shingles, paint, and the same siding material as the primary improvements on the Lot) subject to the architectural approval provisions provided in the CCRs. No accessory building may be closer than five feet (5') to any property line or farther from such property line, if required by any applicable governmental ordinances or regulations.

8. **WINDOWS:** Article VII, Section 2(L) of the CCRs is hereby deleted in its entirety with the following substituted in its place:

Windows shall have grids on the front of the home (both fronts for corner lots) and may have grids elsewhere. All windows must have brickmold or a brickmold-type profile built into the window frame. Both SDL grids and regular between the panes grids are acceptable. Vinyl, vinyl clad, wood, wood aluminum clad, and fiberglass type composite windows are acceptable. Aluminum windows are prohibited.

9. **REQUIREMENTS RELATED TO NON-MASONRY SIDING:** Article VII, Section 2 is hereby amended to add the following Section 2(Q):

All non-masonry siding must be lap, shake, or board and batten, made of real redwood, real cedar, or a cementitious material, such as HardiPlank or Allura.

10. **GARBAGE CANS AND BUGGIES:** Article VII, Section 3(d) of the CCRs is hereby deleted in its entirety with the following substituted in its place:

All equipment, garbage buggies, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to obscure them from being readily visible from

the drives and streets in the development. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Wheeled garbage buggies, garbage cans, or other refuse shall be placed at or near any street for collection at reasonable times either the day before or the day of collection and said buggies shall be timely removed after collection.

11. **FENCING:** Article VII, Section 3(k) of the CCRs is hereby deleted in its entirety with the following substituted in its place:

Fences are to be of cedar wood, treated pine wood, brick, ornamental metal, an earth-tone wood composite material (such material being cedar or pine-like, such as Trex or Veranda), or any combination thereof. No chain-link or vinyl fences are permitted. All wood fencing is to have a 2" minimum clearance under all portions. If a fence is constructed with rails on one side, then the more finished side shall face the perimeter of the Lot. A shadow box fence may face either direction. All brick fences are to have a 4"x6" open space at ground level 4'-0" on center minimum. All existing surface drainage must be maintained. Swales may be constructed to prevent drainage directly onto buildings, but in no case shall surface drainage be diverted or obstructed to prevent the shared sheet surface drainage from entering into or through any Lot by means of fences or on-site grading. No fencing of any type shall extend beyond the buildings lines of the front yards or side yards of corner lots. All fencing must have written approval from the ACC and be permitted by the appropriate governmental authority. If any approved fence is located on a property line between two Lots, it shall be maintained and repaired jointly by the owners of both Lots. No fences, hedges, pillars, or exterior walls shall be erected or maintained in the Property except such as are installed in accordance with the initial construction of the dwellings located thereon or as approved by the Board of Directors or their designated representatives.

12. **QUORUM AS DEFINED IN THE BYLAWS:** Article V, Section 4 of the Bylaws is hereby deleted in its entirety with the following substituted in its place:

The presence, either in person or by proxy, of Members representing at least thirty percent (30%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

13. **FULL FORCE AND EFFECT:** Except as modified herein, all other terms and provisions of the CCRs and the Bylaws shall remain in full force and effect as if this Amendment had been incorporated in the CCRs and the Bylaws as originally executed.

14. **CONFLICT:** In the event of any conflict between the terms and provisions of this Amendment and the CCRs and the Bylaws, the terms and provisions of this Amendment shall control.

**IN WITNESS WHEREOF**, the Developer, exercising its authority under Article X, Section 3 of the CCRs and Article VIII, Section 3 of the Bylaws and the Association have executed this Amendment.

[THE FOLLOWING PAGES ARE THE SIGNATURE PAGES]

THE ASSOCIATION:

EVERGREEN MANOR HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit corporation

By: Bill May, mgr  
Name: Bill May  
Title: President

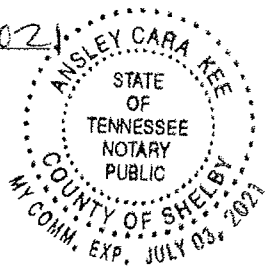
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Bill May, President of EVERGREEN MANOR HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of EVERGREEN MANOR HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that she/he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2<sup>nd</sup> day of Oct., 2018.

Ansley Cara Kee  
NOTARY PUBLIC  
My Commission Expires: 7/3/2021

By: Ron May  
Name: Ron May  
Title: Secretary

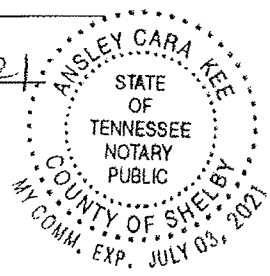


STATE OF TENNESSEE  
COUNTY OF Shelby

Before me, the undersigned, of the state and county mentioned, personally appeared Ron May, Secretary of EVERGREEN MANOR HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Secretary of EVERGREEN MANOR HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that she/he as such Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Secretary.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 2<sup>nd</sup> day of Oct., 2018.

Ansley Cara Kee  
NOTARY PUBLIC  
My Commission Expires: 7/3/2021



**THE DEVELOPER:**

EVERGREEN MANOR LLC,  
a Tennessee limited liability company

By: Bill May, Treasurer  
Name: Bill May  
Title: Treasurer

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Bill May, Treasurer of Evergreen Manor LLC, a Tennessee limited liability company, 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 Treasurer of Evergreen Manor LLC, a Tennessee limited liability company, the within named bargainer, a limited liability company, and that she/he as such Bill May, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as its Treasurer.

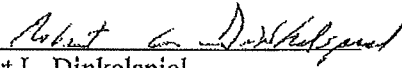
WITNESS MY HAND AND OFFICIAL SEAL at office, this 2nd October day of September, 2018.

Ansley Cara Kee  
NOTARY PUBLIC  
My Commission Expires: 7/3/2021





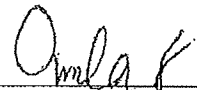
I, Robert L. Dinkelspiel, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

  
\_\_\_\_\_  
Robert L. Dinkelspiel

State of: Tennessee

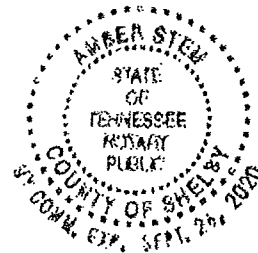
County of: Shelby

Personally appeared before me, Amber Stem, a notary public for this county and state, (name of person making certification) who acknowledges that this certification of an electronic document is true and correct, and whose signature I have witnessed.

  
\_\_\_\_\_  
Notary's Signature

MY COMMISSION EXPIRES: September 26, 2020

Notary's Seal (If on paper)





Shelby County Tennessee  
*Shelandra Y. Ford*  
Shelby County Register

---

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

18101024

10/03/2018 - 08:48 AM

<hr/>	
7 PGS	
<hr/>	
ALONZO	1789848-18101024
<hr/>	
VALUE	0.00
<hr/>	
MORTGAGE TAX	0.00
<hr/>	
TRANSFER TAX	0.00
<hr/>	
RECORDING FEE	35.00
<hr/>	
DP FEE	2.00
<hr/>	
REGISTER'S FEE	0.00
<hr/>	
WALK THRU FEE	0.00
<hr/>	
TOTAL AMOUNT	37.00
<hr/>	

**SHELANDRA Y FORD**

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**CHARTER OF  
EVERGREEN MANOR HOMEOWNERS ASSOCIATION, INC.**

**TO THE SECRETARY OF STATE OF THE STATE OF TENNESSEE:**

The undersigned person, pursuant to the provisions of §48-52-102 of the Tennessee Nonprofit Corporation Act, hereby adopt(s) the following Charter for the above listed corporation:

1. Name: The name of the corporation is Evergreen Manor Homeowners Association, Inc.
2. Non-Religious Purpose: The corporation is not a religious corporation.
3. Name and Address of Initial Registered Agent: The street address and zip code of the corporation's initial registered office, the county in which the office is located, and the name of its initial registered agent are:  

Bill May  
10971 Chapel Hill Road  
Lakeland, Shelby County, Tennessee 38002
4. Name and Address of Each Incorporator: The name and address of each incorporator is:  

M. Wayne Mink, Jr.  
1669 Kirby Parkway, Suite #106  
Memphis, Shelby County, Tennessee 38120
5. Initial Principal Office: The street address and zip code of the initial principal office of the corporation is:  

Evergreen Manor Homeowners' Association, Inc.  
c/o Bill May  
10971 Chapel Hill Road  
Lakeland, Shelby County, Tennessee 38002
6. Non-Profit Status: The corporation is not for profit. The corporation is a mutual benefit corporation
7. Members: There shall be two classes of membership in the Association, Class A and Class B Memberships. The Class A Member shall be the Developer, as such term is defined in that certain Declaration of Covenants, Conditions, and Restrictions for Evergreen Manor (the "Declaration"), dated September \_\_\_\_, 2018, and recorded in the Register's Office of Shelby County, Tennessee. The Class A Member shall be allocated one hundred votes (100) per Lot it owns. The Class A Membership shall terminate at the end of the Developer Control Period, as such is defined in Article II, Section 9 of the Declaration. The Class B Members shall be all other owners of record of Lots governed by the Declaration. Each Class B Member shall be allocated one (1) vote per Lot owned by such Member.
8. Distribution of Assets upon Dissolution: Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the Association shall be distributed

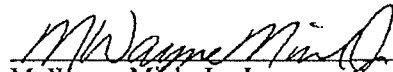
B0597-2092 09/13/2018 2:16 PM Received by Tennessee Secretary of State Tre Hargett

B0597-2093 09/13/2018 2:15 PM Received by Tennessee Secretary of State Tre Hargett

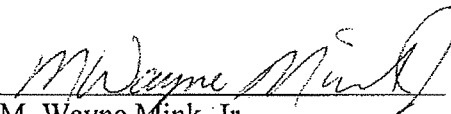
amongst the Members of the corporation pursuant to their interests as provided in the Declaration.

9. Purpose: The purpose of the corporation shall be: (i) to contract for the operation, maintenance and preservation of the common areas, if any, owned, managed and administered by the corporation; (ii) to assess and collect assessments, dues, and fees for the management, repair, operation, care and maintenance of the common areas from the Members of the corporation as more particularly described in the Bylaws of the corporation; (iii) to do all other things necessary and proper for the maintenance, repair, operation, use and enjoyment of the common areas by the members of the corporation; and (iv) to do all other necessary and proper things and acts permitted by law and the bylaws of the corporation.
10. Governance. The corporation shall be governed by the bylaws of the corporation and in compliance with the laws of the State of Tennessee.
11. Duration and Amendment. The duration of the corporation shall be perpetual unless terminated earlier by the written consent of eighty percent (80%) of the Members. Except as otherwise provided herein, this Charter may be amended at any time by the vote of sixty-seven percent (67%) of the Members of the Association. As provided in the Declaration, at any point during the Developer Control Period, the Developer may unilaterally amend this Charter.

IN WITNESS WHEREOF, the undersigned hereby adopts the Charter and hereby set his hand this 12<sup>th</sup> day of September, 2018.

  
M. Wayne Mink, Jr., Incorporator

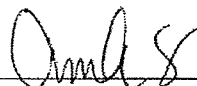
I, M. Wayne Mink, Jr., do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

  
M. Wayne Mink, Jr.

State of: Tennessee

County of: Shelby

Personally appeared before me, Amber Stem, a notary public for this county and state, (name of person making certification) who acknowledges that this certification of an electronic document is true and correct, and whose signature I have witnessed.

  
Notary's Signature

MY COMMISSION EXPIRES: September 26, 2020

Notary's Seal (If on paper)





Shelby County Tennessee  
*Shelandra Y. Ford*  
Shelby County Register

---

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

18095664

09/18/2018 - 03:17 PM

<hr/>	
4 PGS	
<hr/>	
DONALD	1785029-18095664
<hr/>	
VALUE	0.00
<hr/>	
MORTGAGE TAX	0.00
<hr/>	
TRANSFER TAX	0.00
<hr/>	
RECORDING FEE	5.00
<hr/>	
DP FEE	2.00
<hr/>	
REGISTER'S FEE	0.00
<hr/>	
WALK THRU FEE	0.00
<hr/>	
TOTAL AMOUNT	7.00
<hr/>	

**SHELANDRA Y FORD**

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**EXHIBIT "C"**  
**THE BYLAWS**

**BYLAWS OF EVERGREEN MANOR HOMEOWNERS ASSOCIATION,  
INC.**

**ARTICLE I**  
**NAME AND GUIDELINES**

Section 1. NAME. The name of this Association will be the "Evergreen Manor Homeowners Association, Inc., a Tennessee nonprofit corporation".

Section 2. GOVERNING LAW. The Association is and shall remain a non-profit corporation, governed by the provisions of the Tennessee Nonprofit Corporation Act, Tenn. Code § 48-51-101, *et seq.* (the "Act"), as amended from time to time, except as otherwise provided in these Bylaws, and no part of the net earnings thereof shall inure to any individual Member, except as expressly provided in the Declaration of Covenants, Conditions and Restrictions of Evergreen Manor (the "Declaration"), dated September 14<sup>th</sup>, 2018, of record in the Register's Office of Shelby County, Tennessee (the "Register's Office"), to which these Bylaws are an exhibit, or the Association's Charter of Incorporation.

Section 3. NON-POLITICAL. The Association shall not endorse or align with any political party or candidate for public office.

Section 4. PURPOSES. The Association is formed to serve as the means through which the Members administer, manage, and operate the Evergreen Manor as such term is defined in the Declaration, under the provisions of Act, as amended from time to time.

Section 5. PRINCIPAL OFFICE. The principal office of the Association shall be located at 10971 CHAPEL HILL ROAD, LAKELAND, Shelby County, Tennessee 38002, or such other place as may be designated by the Association.

**ARTICLE II**  
**MEMBERSHIP**

Section 1. MEMBERS. There shall be two classes of membership in the Association, Class A and Class B Memberships. The Class A Member shall be the Developer, as such term is defined in the Declaration. The Class A Member shall be allocated one hundred votes (100) per Lot it owns. The Class A Membership shall terminate at the end of the Developer Control Period, as such is defined in Article II, Section 9 of the Declaration. The Class B Members shall be all other owners of record of Lots governed by the Declaration. Each Class B Member shall be allocated one (1) vote per Lot owned by such Member.

Section 2. VOTING RIGHTS. The Owner(s) of record in the Register's Office of each Lot within the Property each shall be entitled to one (1) vote per Lot. If a husband and wife are the Owners, collectively, of a Lot in the Property such husband and wife, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote. Anything in these Bylaws to the contrary notwithstanding, so long as the Developer owns a Lot in the Property, the Developer shall be allocated one hundred (100) votes per Lot on any matter before the Association.

Section 3. ROSTER OF MEMBERSHIP. The Secretary of the Association shall maintain a roster of the Membership entitled to vote at the meetings as hereinafter provided.

Section 4. PROXIES. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 5. CONSENTS. Actions required or permitted by the Act, the Charter, or these Bylaws, to be taken at a Member meeting may be taken without a meeting if one or more written consents are signed by all the Members entitled to vote on the action and such consents are delivered to the Secretary.

### **ARTICLE III** **BOARD OF DIRECTORS**

Section 1. BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors consisting of five (5) persons (each being a "Director"). Except as provided in Article III, Section 2, each Director shall be a Member, as such term is defined in the Declaration. Anything in these Bylaws to the contrary notwithstanding, during the Developer Control Period the Association shall be governed by a Board consisting of two (2) or three (3) persons (each being a "Director"), the size of the Board being determined by the Developer in its sole and absolute discretion. No Member (with the exception of a Member appointed by the Developer) who is delinquent in the payment of his or her assessment or otherwise in default of the Declaration may serve on the Board (in the event a Director becomes delinquent or otherwise in default of the Declaration, then he or she must resign from the Board and the remaining Directors shall elect a Director to fill such position until the next annual meeting of the Members at which time the Membership may elect a replacement to fill such Director's unexpired term).

Section 2. FIRST BOARD OF DIRECTORS. The Developer shall be entitled to appoint the members of the Board of Directors during the Developer Control Period. Upon the termination of the Developer Control Period, the first Annual Meeting of the Association shall be held and a Board of Directors, in accordance with Article III, Section 3 shall be elected. The members of the first Board of Directors shall serve until they are replaced by the Developer and any vacancies occurring before the election of their successors in accordance with Article III, Section 3, shall be filled through appointment by the Developer. The Developer Control Period shall terminate in accordance with the provisions of Article II, Section 9 of the Declaration.

Section 3. SUBSEQUENT MEMBERS OF BOARD OF DIRECTORS/FIRST ANNUAL MEETING. Within thirty (30) days of the termination of the Developer Control Period the first Annual Meeting of the Members shall be held at which the initial Board of Directors shall be elected. The Board shall consist of five (5) Directors, each of whom shall be a Member. The Board of Directors will be elected so that the terms of the Board shall be staggered, it being the intent of the Members that at least one (1) Director with corporate knowledge of the Association remain on the Board each year. To that end, at the first Annual Meeting of the Association, two (2) Directors shall be elected to a three (3) year term, one (1) Director shall be elected to a two (2) year term, and two (2) Directors shall be elected to a one (1) year term. All subsequent Directors shall be elected to a three (3) year term.

Section 4. ELECTION OF DIRECTORS. Election of Directors shall be conducted in the following manner:



Except as otherwise provided herein, the Members of the Board of Directors shall be elected by written ballot or written proxy at the annual meeting of the Members and shall serve for a three (3) year or until their successors are elected and qualified. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another association mailing or delivery, including regularly published newsletters, to each Lot Owner entitled to vote, a first notice of the date of the election. Any Lot Owner or other eligible person desiring to be a candidate for the board of Directors must give written notice to the Secretary not less than forty-five (45) days before a scheduled election in order to be included on any ballot or ballot/proxy. Additional nominations may be taken from the floor at the annual meeting, but will not be included on any ballot or ballot/proxy sent to the Members in accordance with the notice provisions contained in these Bylaws. At the election of Directors, Members present must vote for the number of open positions on the Board (i.e., if there are two [2] open positions on the Board, Members present must vote for two [2] candidates). The members of the first Board of Directors need not be elected in accordance with these provisions, with the nominees for such positions being made from the floor from such meeting. There shall be no cumulative voting.

Section 5. REMOVAL BY DEVELOPER. Any Directors or Officers appointed by the Developer may be removed and replaced by the Developer prior to the termination of the Developer Control Period. The original Directors and Officers, or any Director or Officer appointed by the Developer to fill a vacancy arising prior to the termination of the Developer Control Period shall not be capable of being removed by vote of the Membership.

Section 6. ELECTION OF OFFICERS BY BOARD OF DIRECTORS. The Board of Directors shall elect a President, Secretary, and Treasurer. The Board of Directors may, in its discretion, from time to time by a majority vote remove an officer from office with or without cause.

Section 7. QUORUM; VOTING. The attendance of a majority of the Directors of the Board shall constitute a quorum. A simple majority will be required for any binding action, except as otherwise provided herein. Each Director shall be entitled to one (1) vote on all matters before the Board of Directors.

Section 8. QUALIFICATIONS; REMOVAL OF DIRECTORS. With the exception of any Director or Officer appointed by the Developer, to be eligible for or to hold elected office in the Association, a person must be a Member. Except as otherwise provided herein, any Director may be removed by a vote of a majority of the Members. If a Director is removed by the Members, then a replacement shall be elected at such meeting by the Members (with such replacement serving the unexpired term of the removed Director).

Section 9. VACANCIES. With the exception of the First Board, vacancies on the Board of Directors caused by any reason other than the removal of a Director by the vote of the Members of the Association shall be filled by the vote of the majority of the remaining Directors or by the sole remaining Director. Each individual so elected shall serve as a Director until a successor is elected to fill the unexpired term at the next annual meeting of the Owners of the Association or at a special meeting of the Owners of the Association called for that purpose. Any Director filling a vacant position shall serve until their successor is elected.

Section 10. NO COMPENSATION. Directors shall serve without compensation.

Section 11. POWERS/DUTIES OF BOARD OF DIRECTORS. Powers and duties of the Board of Directors shall include:

A. The appointment of the Architectural Control Committee (the "ACC"), as such is provided in the Declaration, and all other standing committees and chairpersons thereof. This power can be delegated to the President. All committees shall derive their direction from the Board of Directors. It is understood that the ACC and all committees shall be controlled by the Developer during the Developer Control Period.

B. The appointment of all persons or organizations to serve the Association, including, but not limited to, any professional management company.

C. The filling of vacancies on the Board of Directors until the next annual meeting.

D. The approval of expenditures of Association funds.

E. The establishment of policy for the Association.

F. The dissolution of all standing and other committees. This power can be delegated to the President.

G. The setting and collection of all annual and special assessments provided in the Declaration.

H. Such other powers and duties as given to them by the Members; or established by the Declaration; or which may be exercised for, on behalf of, and in the best interests of the Association.

I. Promulgation of reasonable rules and regulations (the "Rules and Regulations") in accordance with the Declaration after written notice to the Members.

J. All other powers of a non-profit corporation as permitted by the Act.

#### ARTICLE IV OFFICERS

Section 1. OFFICERS. Following the annual meeting of the Members, the Directors shall elect the following officers by a majority vote of the Directors: President, Secretary and Treasurer.

Section 2. PRESIDENT. The President shall preside at all meetings of the Association and the Board of Directors and shall perform such duties as directed by the Board of Directors.

Section 3. SECRETARY. The Secretary, or another Board Member as designated, shall be the official custodian of all records of the Association except Membership records, shall keep the minutes of the Association and Board of Directors meetings, shall send all official correspondence in the name of the Association, and shall give all required notices. In no event may the President and Secretary be the same individual.

Section 4. TREASURER. The Treasurer shall keep and be responsible for all funds of the Association and shall keep the Membership records. The funds shall be deposited in an account in the name of the "Evergreen Manor Homeowners Association, Inc." The Treasurer shall make a list of all Members which shall include each Member's name, and date joined. The Treasurer shall provide a current list to the Secretary on a periodic basis. The President and Treasurer shall each, individually, have signature authority on bank accounts of the Association. All monies belonging to the Association shall be delivered to the Treasurer and all bills shall be submitted to the Treasurer for payment. The Treasurer shall provide regular

reports of transactions and prepare financial statements as directed by the Board of Directors. In the event the Association is professionally managed, the Board may authorize such management company to have signature authority on bank accounts of the Association.

Section 5. DUAL OFFICES. A Director may also serve as an officer and on the ACC.

Section 6. EXECUTION OF INSTRUMENTS. Provided any such document has been approved by the Membership, if necessary and as provided herein, and evidence of such approval is kept with the Association's records, all agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by a resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President and Secretary. All checks shall be signed by the Treasurer, or in his absence or disability, by the President or any duly elected assistant-treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

#### ARTICLE V MEMBERSHIP MEETINGS

Section 1. ANNUAL MEETING. The annual meeting of the Membership of the Association in each year shall be held between the months of February and April on the particular day, hour, and location as determined and designated by the Board of Directors. Written notification of the Annual Meeting shall be given to the Members as provided in these Bylaws.

Section 2. FIRST ANNUAL MEETING. The first annual meeting of the Membership of the Association, at which control of the Association shall be turned over from the Developer to the residential Lot Owners, shall occur within thirty (30) days of the termination of the Developer Control Period. At the first annual meeting, a Board of Directors shall be elected.

Section 3. SPECIAL MEETINGS. Special meetings of the Membership for any purpose may be called (1) by the President or (2) by the Secretary upon written request of thirty-five percent (35%) of the Membership. Written notice of all special meetings stating the time, location and objective thereof shall be given to the Members at least five (5) days before such meeting.

Section 4. QUORUM. The presence, either in person or by proxy, of Members representing at least thirty-five percent (35%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted.

Section 5. NOTICE. Written notice shall be given to all Members of annual and special meetings, stating the time, place, and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed to each Member at his or her address as it appears on the books of the Association or may be delivered to his or her Lot not less than seven (7) days nor more than thirty (30) days prior to the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice.

**ARTICLE VI**  
**ASSOCIATION RESPONSIBILITIES**

Section 1. INDEMNIFICATION. The Association shall indemnify the Developer (for the purposes of this section, "Developer" shall include its officers, directors, and members), every officer and every Director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such Developer, officer, or Director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors ) to which such Developer, officer, or Director may be made a party by reason of being or having been a Developer, officer, or Director, whether or not such person is a Developer, officer, or Director at the time such expenses are incurred. The Developer, officers, and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The Developer, officers, and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such Developer, 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 Developer, officer or Director, or former Developer, officer or Director, may be entitled, including the provisions of Tennessee Code § 48-58-501, *et seq.*, as such may be amended from time to time. The Association shall maintain adequate general liability insurance and if, obtainable, officers' and Directors' liability insurance to fund this obligation.

Section 2. INSURANCE. The Association shall, as determined by the Board of Directors in its sole discretion, obtain and maintain at all times as a common expense insurance as required by the Declaration.

**ARTICLE VII**  
**PROCEDURE**

The President shall regulate and govern all debate and action by the Board of Directors and the Membership at any meeting in a manner, which promotes a fair exchange of views, and the efficient dispatch of business. When resort to rules of procedure becomes necessary, business may be governed by Robert's Rules of Order.

**ARTICLE VIII**  
**AMENDMENTS**

Section 1. AMENDMENTS. Amendments to these Bylaws may be effected as follows:

Section 2. BY THE ASSOCIATION. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than thirty-five percent (35%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Members holding two-thirds (2/3) of all Member votes. No amendment to these Bylaws may be made during the Developer Control Period without the written consent of the Developer.

Section 3. BY THE DEVELOPER. The Developer, during the Developer Control Period, may amend these Bylaws unilaterally in whole or in part in order to conform these Bylaws to the requirements of any applicable governmental agency; to conform these Bylaws to the requirements any

mortgage lender; or to ensure, in its sole and absolute discretion, the reasonable development of the Property.

Section 4. EXECUTION AND RECORDING. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence authorizing such execution placed with the minutes of the Association and (ii) recorded in the Register's Office.

#### ARTICLE IX FINANCES

Section 1. FISCAL YEAR. The fiscal year shall commence on January 1<sup>st</sup> and end on December 31<sup>st</sup> of each year. The Board of Directors may establish a different fiscal year and must notify each of the then existing Members of the change.

Section 2. DEPOSITORY AND CHECKS. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by one (1) of the following officers: President or Treasurer. The Board of Directors, by resolution, may require more than one (1) signature. In addition, the Board may authorize its professional managing agent to have signature authority on the bank accounts of the Association.

Section 3. ANNUAL BUDGET. The Board of Directors shall propose an annual budget each year and may mail a copy of the Association's proposed annual budget of common expenses to each Member not less than ten (10) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Members. Copies of the annual budget shall be available to all Members upon request.

Section 4. FIDELITY BONDS. The Board of Directors, in its sole and absolute discretion, may require fidelity bonds on all or any officers, employees, and agents of the Association or the Board and any other persons responsible for funds of the Association. The Board of the Administration shall determine the amount of such bonds. Premiums on such bonds shall be paid by the Association.

#### ARTICLE X NOTICES

Section 1. NOTICE. Whenever, under the provisions of the Act, the Charter or these Bylaws, notice is required to be given to any Director or Member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or Member as their name appears on the books of the Association.

Section 2. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the Act, the Charter, the Declaration or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

#### ARTICLE XI OFFICIAL RECORDS

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- A. The plans, permits, warranties, and other items provided by the Developer.
- B. A photocopy of the recorded Declaration and all amendments thereto.
- C. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- D. A certified copy of the Charter and all amendments thereto.
- E. A copy of the current Association's rules and regulations, if any.
- F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of the Members, which minutes shall be retained for a period of not less than seven (7) years.
- G. A current roster of all Members, their mailing addresses, lot identifications, voting certifications, e-mail addresses (if possible), and if known telephone numbers.
- H. All current insurance policies of the Association.
- I. A current copy of any management agreement, lease, agreement, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.
- J. Bills of sale or transfer for all property owned by the Association.
- K. Accounting records for the Association according to generally accepted accounting practices.
- L. Voting proxies, which shall be maintained for a period of one year from date of the meeting for which the proxy was given.

**ARTICLE XII**  
**PARTIAL CONDEMNATION OF COMMON AREA**

The Association, through the action of the Board of Directors, shall have the power to convey a portion of the Common Area to a condemning authority for the purpose of providing utility easements, rights of ways expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

**ARTICLE XIII**  
**WRITTEN INQUIRIES BY MEMBERS**

When a Member files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Member within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that a legal opinion has been requested. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Member inquires, one of which may be that the

association is only obligated to respond to one written inquiry per Lot in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

**ARTICLE XIV**  
**MISCELLANEOUS**

Section 1. CHOICE OF LAW. These Bylaws have been executed in the State of Tennessee, and shall be construed, performed and enforced in accordance with the laws of the State of Tennessee.

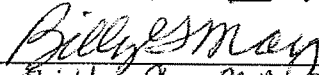
Section 2. SEVERABILITY. In the event any provision of these Bylaws shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of these Bylaws shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from these Bylaws and the performance hereof are not adversely affected by the elimination of such provision(s).

Section 3. ENTIRE AGREEMENT. These Bylaws constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

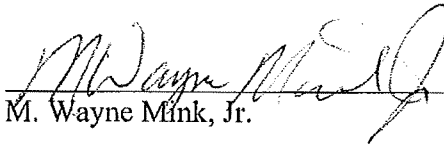
Section 4. BINDING EFFECT. The terms of these Bylaws and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

Section 5. CONFLICT WITH THE DECLARATION. In the event there is any conflict between the terms and provisions of the Declaration and these Bylaws, the Declaration shall control.

I certify that these Bylaws were adopted by the Association as of this <sup>13<sup>TH</sup></sup> day of September, 2018.

  
\_\_\_\_\_  
Billy G. May, President

I, M. Wayne Mink, Jr., do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

  
M. Wayne Mink, Jr.

State of: Tennessee

County of: Shelby

Personally appeared before me, Amber Stem, a notary public for this county and state, (name of person making certification) who acknowledges that this certification of an electronic document is true and correct, and whose signature I have witnessed.

  
Notary's Signature

MY COMMISSION EXPIRES: September 26, 2020  
Notary's Seal (If on paper)







Shelby County Tennessee  
*Shelandra Y. Ford*  
Shelby County Register

---

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

18094250

09/14/2018 - 03:08 PM

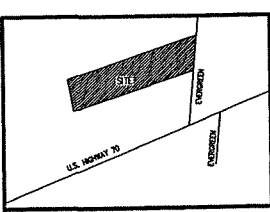
<b>38 PGS</b>	
<b>LACI</b>	<b>1783919-18094250</b>
<b>VALUE</b>	<b>0.00</b>
<b>MORTGAGE TAX</b>	<b>0.00</b>
<b>TRANSFER TAX</b>	<b>0.00</b>
<b>RECORDING FEE</b>	<b>190.00</b>
<b>DP FEE</b>	<b>2.00</b>
<b>REGISTER'S FEE</b>	<b>0.00</b>
<b>WALK THRU FEE</b>	<b>0.00</b>
<b>TOTAL AMOUNT</b>	<b>192.00</b>

**SHELANDRA Y FORD**

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

CURVE TABLE			
#	DELTA	RADIUS	TANGENT LENGTH
1	21°17'50"	150.00	56.53
2	27°32'57"	150.00	56.53

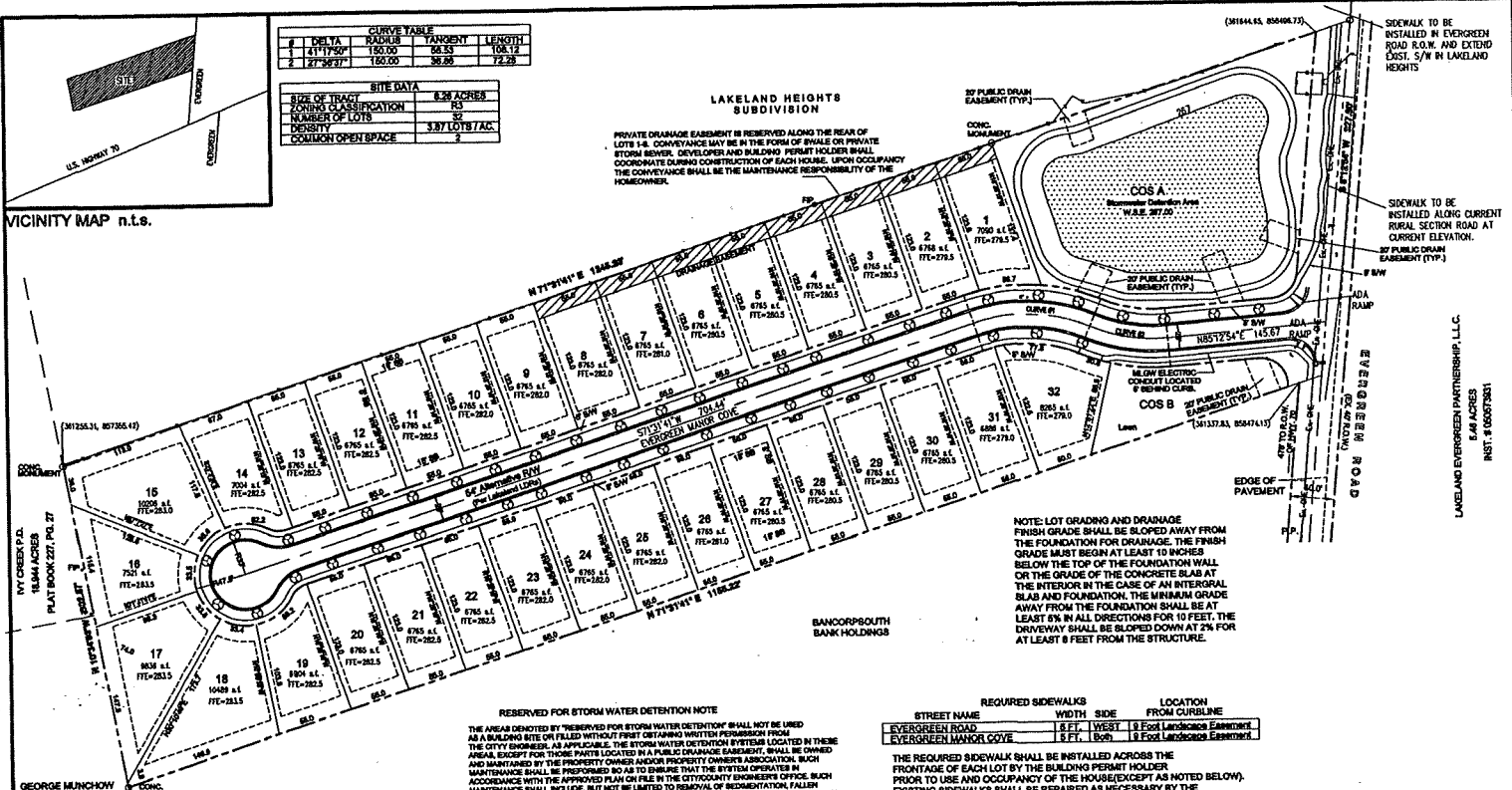
SITE DATA	
SIZE OF TRACT	8.28 ACRES
ZONING CLASSIFICATION	R5
NUMBER OF LOTS	32
DENSITY	1.87 LOTS/AC.
COMMON OPEN SPACE	2



VICINITY MAP n.t.s.

LAKELAND HEIGHTS SUBDIVISION

PRIVATE DRAINAGE EASEMENT IS RESERVED ALONG THE REAR OF LOTS 1-6. CONVEYANCE MAY BE IN THE FORM OF SHALVE OR PRIVATE STORM SEWER. DEVELOPER AND BUILDING PERMIT HOLDER SHALL COORDINATE DURING CONSTRUCTION OF EACH HOME. UPON OCCUPANCY THE CONVEYANCE SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE HOMEOWNER.



NOTE: LOT GRADING AND DRAINAGE FINISH GRADE SHALL BE SLOPED AWAY FROM THE FOUNDATION FOR DRAINAGE. THE FINISH GRADE MUST BEGAIN AT LEAST 10 INCHES BELOW THE TOP OF THE FOUNDATION WALL OR THE GRADE OF THE CONCRETE SLAB AT THE INTERIOR IN THE CASE OF AN INTERIOR SLAB AND FOUNDATION. THE MINIMUM GRADE AWAY FROM THE FOUNDATION SHALL BE AT LEAST 6% IN ALL DIRECTIONS FOR 10 FEET. THE DRIVEWAY SHALL BE SLOPED DOWN AT 2% FOR AT LEAST 8 FEET FROM THE STRUCTURE.

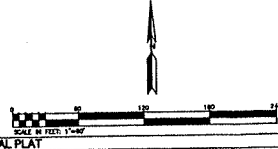
**RESERVED FOR STORM WATER DETENTION NOTE**  
 THE AREAS DENOTED BY "RESERVED FOR STORM WATER DETENTION" SHALL NOT BE USED AS A BUILDING SITE OR FILLED WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM THE CITY ENGINEER. AS APPLICABLE, THE STORM WATER DETENTION SYSTEM LOCATED IN THESE AREAS, EXCEPT FOR THOSE PARTS LOCATED IN A PUBLIC DRAINAGE EASEMENT, SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER AND/OR PROPERTY OWNERS ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY/COUNTY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, REMOVAL OF SEDIMENTATION, FOLLER OBJECTS, BRUSH AND TRUNKAL MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES. THE CITY ENGINEER SHALL HAVE A "RIGHT OF ACCESS" TO USE THE DRIVEWAY, DETENTION FACILITY TO INSURE THAT SAID MAINTENANCE HAS BEEN PROPERLY PERFORMED. IN THE EVENT THAT THE PROPERTY OWNER OR OWNERS ASSOCIATION HAS NOT PROPERLY PERFORMED MAINTENANCE ON THE FACILITY, TO THE EXTENT THAT THE FACILITY POSES A THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE, THE CITY/COUNTY SHALL RETAIN THE RIGHT TO PERFORM EMERGENCY REPAIRS TO THE FACILITY. THE COST OF ANY SUCH REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER OR OWNERS ASSOCIATION AND MAY BE ADDED AS A LIEN ON NEXT YEAR'S TAX BILL.

STREET NAME	WIDTH	SIDE	LOCATION FROM CURBLINE
EVERGREEN ROAD	16 FT.	WEST	8 Foot Landscape Easement
EVERGREEN MANOR COVE	8 FT.	Both	8 Foot Landscape Easement

THE REQUIRED SIDEWALK SHALL BE INSTALLED ACROSS THE FRONTAGE OF EACH LOT BY THE BUILDING PERMIT HOLDER PRIOR TO USE AND OCCUPANCY OF THE HOUSE (EXCEPT AS NOTED BELOW). EXISTING SIDEWALKS SHALL BE REPAIRED AS NECESSARY BY THE BUILDING PERMIT HOLDER ACROSS THE LOT FRONTAGE PRIOR TO OCCUPANCY OF THE HOUSE OR BUILDING. DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLATION OF ALL SIDEWALKS ALONG COS AND EVERGREEN ROAD FRONTAGE. HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF SIDEWALKS ON COS LOTS.

**GEORGE MUNCHOW**  
 17.55 ACRES  
 INST. # FM 0181

- GENERAL NOTES:**
- A FIVE (5) FOOT UTILITY EASEMENT IS RESERVED ALONG ALL FRONT, SIDE AND REAR LOT LINES.
  - ADDITIONAL EASEMENTS AS SHOWN.
  - A 6.0 FOOT UTILITY EASEMENT AND LANDSCAPE STRIP IS RESERVED ALONG THE FRONTAGE OF ALL LOTS. SEE LANDSCAPE PLAN FOR PLANTING DETAILS.
  - IT SHALL BE THE RESPONSIBILITY OF THE HOUSE BUILDER TO INSURE THAT THE HOUSE LAYOUT AND ELEVATION CONFORM TO THE APPROVED GRADING PLAN AND ALL CITY OF LAKELAND REGULATIONS.
  - BUILDING SETBACKS SHALL BE AS FOLLOWS:
    - FRONT SETBACK: 16 FEET
    - REAR YARD SETBACK: 16 FEET
    - SIDE YARD SETBACK: 8 FEET
  - A HOMEOWNERS ASSOCIATION SHALL BE FORMED TO PROVIDE FOR THE OWNERSHIP AND UPKEEP OF ALL COMMON OPEN SPACES AND PRIVATE DRIVES.
  - EACH LOT SHALL HAVE ONE (1) TREE (2" DBH CALIPER MINIMUM) FOR EVERY FORTY (40) FEET OF STREET FRONTAGE WITH A MINIMUM OF ONE (1) STREET TREE PER STREET FRONTAGE.
  - STREET TREE SPACING MAY BE ADJUSTED TO ACCOMMODATE DRIVEWAYS, UTILITIES, ETC. SO LONG AS THE MINIMUM SPACING REQUIREMENT IS MET.
  - STREET TREES SHALL BE MEDIUM OR LARGE OVERSTORY TREES IN ACCORDANCE WITH THE CITY OF LAKELAND TREE SPECIES SELECTION LIST.
  - ALL LOTS SHALL COMPLY WITH CITY OF LAKELAND TREE MANAGEMENT ORDINANCE.
  - ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE SHELBY COUNTY REGISTERS OFFICE UNDER INSTRUMENT 18075679.
  - THE CITY OF LAKELAND SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING DRAINAGE, WATER, AND SEWER SYSTEMS WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE GROUND CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT CAUSED DIRECTLY BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEM.



FINAL PLAT	
<b>EVERGREEN MANOR SUBDIVISION</b>	
EXISTING ZONING DISTRICT: R5	
LAKELAND, SHELBY COUNTY, TENNESSEE	
LOTS: 32	AREA: 8.28 ACRES
DEVELOPER: EVERGREEN MANOR LLC 10971 CHAPEL HILL RD. LAKELAND, TN 38002 (901) 659-6345	ENGINEER: THE BRAY FIRM 2950 STAGE PLAZA NORTH BARTLETT, TN 38134 (901) 382-9955
DATE: MAY 2018	SCALE: 1"=50'
SHEET 1 OF 2	

18075679

07/27/2018 01:06 PM

PLAT BOOK: 278  
PAGE: 17

TOM LEATHERWOOD  
REGISTERED SURVEYOR

LAKELAND EVERGREEN PARTNERSHIP, L.L.C.  
 8.48 ACRES  
 INST. # 00607301

CERTIFICATE ENGINEER

I, DAVID GEAN BRAY, A PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE DESIGN OF PUBLIC AND PRIVATE IMPROVEMENTS PROVIDED FOR IN THE PRELIMINARY PLAT / CONSTRUCTION PLANS / FINAL PLAT (WHICHEVER IS APPLICABLE) ARE IN ACCORDANCE WITH ACCEPTABLE ENGINEERING PRACTICES, THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, CITY OF LAKELAND MANUAL FOR PUBLIC WORKS AND MATERIALS SPECIFICATIONS, AND ALL CITY OF LAKELAND ORDINANCES, INCLUDING SUBDIVISIONS.

IN WITNESS WHEREOF, I THE SAID DAVID GEAN BRAY, PROFESSIONAL CIVIL ENGINEER, HERETO SET OUT HAND AND AFFIX MY SEAL THIS 22 DAY OF JULY 2018.

PROFESSIONAL CIVIL ENGINEER  
STATE OF TENNESSEE CERTIFICATE NO. 110070



CERTIFICATE OF SURVEYOR:

I, GEAN PAUL BRAY, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME DURING THE MONTH OF 2018, AND THAT THIS PLAT OR SITE PLAN CORRECTLY REPRESENTS SAID SURVEY. ALL BEARINGS ARE REFERENCED TO THE 1983 TENNESSEE STATE PLANE COORDINATE SYSTEM; ALL NEW PROPERTY CORNERS ARE MARKED IN ACCORDANCE WITH LAKELAND SUBDIVISION STANDARDS; THE PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 OR GREATER AND ALL SPECIAL FLOOD HAZARD AREAS ARE PROPERLY LOCATED AS PER THE LATEST FLOOD INSURANCE RATE MAP. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS. ALL BEARINGS, DISTANCES, AND FIELD INFORMATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

IN WITNESS WHEREOF, I THE SAID, GEAN PAUL BRAY, SURVEYOR, HERETO SET OUT HAND AND AFFIX MY SEAL THIS 23 DAY OF JULY 2018.

LAND SURVEYOR  
STATE OF TENNESSEE CERTIFICATE NO. 110070



CERTIFICATE OF OWNER(S) AND DEDICATION:

THE UNDERSIGNED, BILL MAY, HERE BY CERTIFY THAT HE IS THE CHIEF MANAGER OF EVERGREEN MANOR, LLC. AND THAT THE PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS, PROPRIETORS, DO HEREBY DEDICATE TO THE CITY OF LAKELAND AND ALL PUBLIC IMPROVEMENTS, EASEMENTS, OR LANDS HEREIN SPECIFICALLY IDENTIFIED FOR DEDICATION, FOR THE PURPOSES OF OPERATION, CONSTRUCTION AND MAINTENANCE OF THESE IMPROVEMENTS, AS NEEDED FOR THE PROPER DEVELOPMENT AND MAINTENANCE OF SAID SUBDIVISION.

Bill May | 7/23/18  
EVERGREEN MANOR, LLC. DATE

STATE OF TENNESSEE  
COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED BILL MAY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH, ACKNOWLEDGES HIMSELF TO BE OWNER OF EVERGREEN MANOR, LLC. AND HE AS SUCH OWNER, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING HIS NAME AS OWNER.

WITNESS MY HAND AND NOTARIAL SEAL, THIS 23 DAY OF JULY 2018.

MY COMMISSION EXPIRES 12/7/2020  
Susan D. Brown NOTARY PUBLIC



CERTIFICATE OF MORTGAGEE AND DEDICATION:

WE, THE MORTGAGEE, FIRST BANK, DO HEREBY FREELY CONSENT TO THE SUBDIVISION OF THIS PROPERTY IN ACCORDANCE WITH THE FINAL PLAT; DEDICATE THE PUBLIC IMPROVEMENTS, EASEMENTS, OR LANDS HEREIN SPECIFICALLY IDENTIFIED FOR DEDICATION, TO THE APPROPRIATE AGENCIES AS OUTLINED IN THIS PLAT AND APPROVED BY THE MUNICIPAL PLANNING COMMISSION OF LAKELAND, TENNESSEE FOR THE PURPOSES OF OPERATION, CONSTRUCTION AND MAINTENANCE OF THESE IMPROVEMENTS, AS NEEDED FOR THE PROPER DEVELOPMENT AND MAINTENANCE OF SAID SUBDIVISION.

Paul Clew | 7/23/18  
SIGNATURE OF AUTHORIZED AGENT OF MORTGAGEE DATE

STATE OF TENNESSEE  
COUNTY OF SHELBY

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED Paul Clew WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME BASED ON SATISFACTORY EVIDENCE), AND THAT SHE EXECUTED THE INSTRUMENT SET FORTH ABOVE FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING HIS NAME.

WITNESS MY HAND AND NOTARIAL SEAL, THIS 23 DAY OF JULY 2018.

MY COMMISSION EXPIRES 6-21-2020  
Doris Morgan NOTARY PUBLIC



CERTIFICATE OF MUNICIPAL PLANNING COMMISSION APPROVAL - SUBDIVISION

I, Jerry Duml, DO HEREBY CERTIFY THAT THE CITY OF LAKELAND MUNICIPAL PLANNING COMMISSION HAS APPROVED THIS FINAL PLAT. THE SIGNING OF THIS CERTIFICATE SHALL IN NO WAY BE DEEMED TO CONSTITUTE OR EFFECT AN ACCEPTANCE OF THE DEDICATION OF ANY STREET, IMPROVEMENT, OR OTHER GROUND SHOWN UPON THE PLAT.

Jerry Duml | 7/23/18  
MPP SECRETARY DATE

CERTIFICATE OF NATURAL RESOURCES DIRECTOR

THE PRELIMINARY / FINAL PLAT / SITE PLAN IS REVIEWED AND DEEMED COMPLIANT WITH THE LAND DEVELOPMENT REGULATIONS, SUBJECT TO ANY WAIVERS, MODIFICATIONS, OR VARIANCES THEREOF GRANTED BY THE CITY OF LAKELAND, AND IF APPLICABLE, HAVE RECEIVED REVIEW BY THE P&NR/D.

NATURAL RESOURCES DIRECTOR OR DESIGNEE DATE

CERTIFICATE OF CITY ENGINEER

THE FINAL PLAT IS REVIEWED AND DEEMED COMPLIANT WITH THE LAND DEVELOPMENT REGULATIONS, SUBJECT TO ANY WAIVERS, MODIFICATIONS, OR VARIANCES THEREOF GRANTED BY THE CITY OF LAKELAND.

Tom Leatherwood | 7/23/18  
CITY ENGINEER DATE

FINAL PLAT		
EVERGREEN MANOR SUBDIVISION		
EXISTING ZONING DISTRICT: RS		
LAKELAND, SHELBY COUNTY, TENNESSEE		
LOTS: 32	AREA: 8.28 ACRES	
DEVELOPER: EVERGREEN MANOR LLC, 10071 CHAPEL HILL RD, LAKELAND, TN 38002 (901) 686-6345	ENGINEER: THE BRAY FIRM 2800 STAGE PLAZA NORTH BARTLETT, TN 38134 (901) 383-0066	FEMA MAP PANEL NUMBER: 4710F02160
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD.	DATE: MAY 2018	SCALE: 1"=60'
		FEMA MAP DATE: FEBRUARY 8, 2015
		SHEET 2 OF 2

18075679

07/27/2018 01:06 PM

PLAT BOOK: 278 PAGE: 17


RECORDED: 10:00  
FILED: 10:00  
LOCAL OFFICE: 10:00

TOM LEATHERWOOD  
MPP SECRETARY



*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

	
<b>18075679</b>	
07/27/2018	01:06 PM
2 PGS	
LACI 1784523-18075679	
<b>PLAT BOOK: 278</b>	
<b>PAGE: 17</b>	
RECORDING FEE	15.00
DP FEE	2.00
TOTAL AMOUNT	17.00
<b>TOM LEATHERWOOD</b> REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	