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**Declaration of Covenants, Conditions,  
and Restrictions for:**

*The Grove*

of Matthews Creek

**A Planned Residential  
Subdivision**

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# THE GROVE of Matthews Creek

## RESTRICTIVE COVENANTS

### Sections I-A and I-B

KNOW ALL MEN BY THESE PRESENTS: That The Grove Partners, a Tennessee General Partnership with Brad Presson, Managing Partner, (hereinafter referred to as "Developer"), is the owner of all property contained in The Grove of Matthew's Creek, the initial plat of Section I-A and Section I-B to be recorded with these Restrictions or shortly thereafter in the Register's Office of Madison County, Tennessee. The Grove Partners as owners of all of the lots, desire to create and establish certain restrictions with respect to all of the lots in The Grove of Matthew's Creek (hereinafter called "Subdivision"), Section I-A and Section I-B. The Grove Partners desire to regulate the use of the property, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots. In addition, this Declaration of Restrictive Covenants is to serve as an inducement to encourage the purchase by others of such lots. The Grove Partners do hereby impress upon such property and upon each and all of the lots the following covenants and restrictions. The Grove Partners reserve the right to add additional Sections and Plats as future phases are developed. The Grove Partners also reserve the right to modify these Restrictions as they apply to future sections as needed in its sole judgment, so as to further enhance future phases of The Grove of Matthews Creek.

Provisions primarily regarding **Home Builders**, although Lot owners must comply:

1. ANY VARIANCE from these restrictive covenants permitted herein by approval of the Developer, whether specified or not, is to be APPROVED IN WRITING BY DEVELOPER.
2. The Developer shall have the right to prohibit certain Home Builders from constructing residences on any Lot, based upon past problems with respect to such builders, with can include, without limitation, the construction of unapproved field modifications, inadequate response to the Architectural Committee and/or failure to comply with Restrictive Covenants.
3. Any dwelling erected on any residential lot shall have an **interior heated floor area** (whether single-level or split) **of at least 3,000 square feet**, said minimum interior heated floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings; provided however, that a one and one-half (1-1/2) or two (2) story dwelling may have a minimum interior heated ground floor area of 2,000 square feet if such one and one-half (1-1/2) or two (2) story dwelling has a total interior heated floor area (exclusive of open porches, breezeways, garages and accessory buildings) of at least 3,000 square feet.

It is expressly understood that any square footage within a house must be at least eighty-five percent (85%) completed upon the completion of the structure. In no event shall any builder or any homeowner finish a structure and obtain a Certificate of Occupancy with less than eighty-five percent (85%) of the area under roof in a finished condition with heating and air conditioning, floor coverings, wall coverings, appliances and complete in all respects. Also, in any event, at least 3,000 square feet must be one hundred percent (100%) finished.

4. An "Architectural Committee" for the Subdivision is hereby established. The initial committee shall consist of Brad Presson and two additional individuals to be named by Developer who shall serve for a period of seven years. Upon the expiration of the seven years or the earlier resignation of Brad Presson or designated parties the "The Grove of Matthew's Creek Homeowner's Association" shall then appoint the Architectural Committee, to be composed of three or more individual lot owners. The affirmative vote of a majority of the membership of the Architectural Committee shall be required to issue approval to any plans or specifications.
5. Prior to Construction of any improvement or structure of any kind, including without limitation, any dwelling, building, fence, wall, grading, parking and/or building additions, alterations, screen, enclosure, decorative building, landscaping, landscape device, playground or object or other improvement upon a lot in the Subdivision, the owner of the lot must submit a detailed set of preliminary plans to the "Architectural Committee" including but not limited to the following:
  - a.) A site plan of the Lot showing the location of the house with respect to said Lot and all structures, fences or barriers, as well as driveways and landscaping plans.
  - b.) A drainage plan with arrows showing direction of runoff must to be approved in writing by Developer prior to commencement of construction.
  - c.) A set of architectural plans, showing the exterior (including front, rear and side) elevations, kind, shape, height & materials.

Specific architectural elements that *must* be reviewed by Developer are:

- i) Floor Height – Every single-family dwelling shall have a minimum 1<sup>st</sup> floor plate height of nine feet (9 ft. perimeter studs minimum).
- ii) Shutter size, shape & material – Any shutters should be of similar shape and size to the adjacent window(s) so if hinged, the shutters would actually close to cover the window(s).
- iii) Column Materials – Columns over ten (10) feet in height must be of fiberglass construction unless otherwise approved by DEVELOPER in writing.
- iv) Column Size – Columns should be at least one (1) inch wide for each one (1) foot of height unless otherwise approved by DEVELOPER in writing.

The Architectural Committee will evaluate each application for total effect, including the manner in which the home-site is developed. This evaluation relates to matters of Judgment and Taste which cannot be reduced to a simple list of measurable criteria. It is possible therefore, that a proposed improvement might meet individual criteria delineated in these covenants and still not receive approval, if in the sole judgment of the Architectural Committee, its *overall aesthetic impact* is unacceptable.

Approval of any such plans and specifications shall be final as to that lot only, and such approval may not be revoked or rescinded thereafter, provided that the plans and specifications as approved and any condition(s) attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on and uses of the lot in question. No construction on any lot may be commenced without first obtaining said written approval of the Architectural Committee. Once written approval has been obtained, construction on the lot must conform to the approved plans.

6. Every single-family dwelling erected on any lot in the Subdivision shall be constructed of brick, masonry or other permanent type construction. Each dwelling shall have an **exterior of a minimum of 95% brick, stone, stucco, EIFS (Dry-vit) and/or material of like fashion (of different type & appearance than immediately adjacent homes.)** Any other exterior material shall be specifically approved in writing by the Developer.

No exterior of any dwelling shall be constructed of vinyl or aluminum siding, except that vinyl and/or hardy plank may be used to cover soffit, fascia, or rear gables (except on corner lots). Dormers, gables, etc. covered with cedar shakes, vinyl cedar shakes, HardiPlank, and/or similar material shall be specifically approved in writing by Developer and/or the Architectural Committee.

No exterior walls may be constructed of imitation brick. All exterior materials must be new, except that used brick, stone or ornamental objects may be used if approved in writing by the Developer.

No temporary residence or other temporary structure shall be placed on any lot. No mobile or modular homes or previously used dwelling or accessory buildings shall be placed in the Subdivision.

No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision.

7. No part of any dwelling or accessory building on any lot within the Subdivision shall be located within **40 ft. of the front property line** of the lot, *except* on some cul-de-sac lots where a 25% variance (30 ft. front setback) is allowed. Provided however, that if there is any conflict between such 40 foot minimum front setback line and any front setback line shown on the recorded plat of the lot, then such plat setback line shall control unless approved in writing by Developer. No part of any dwelling shall be located within 12 feet of the side or within 20 feet of the rear property line of any lot.

8. Roof Pitch of the front elevation of any dwelling erected in the Subdivision shall be **at least 12/12** unless otherwise approved in writing by Developer. Architectural Shingles or a material approved in writing by the Developer shall be used on any dwelling in the subdivision.

9. Every single-family dwelling erected in the Subdivision shall have fully enclosed garage(s) which are of sufficient size for at least **three (3) vehicles**.

The primary two (2) or three (3) car garage(s) may **NOT** open to the front of the house facing the street. However, an additional one (1) or two (2) car garage facing the street with a decorative type door may be specifically approved in writing by the Developer and/or Architectural Committee.

On corner lots, the primary garage may NOT open facing EITHER street, unless specifically approved in writing by Developer.

On all lots, the garage/driveway must be located on the far side of the lot when approaching said lot from the main Subdivision entrance, unless approved in writing by Developer.

10. No single-family dwelling erected on any lot in the Subdivision shall exceed two and one-half stories in height (exclusive of basement).
11. All driveways shall be poured with washed or stamped/colored concrete or paver bricks. The use of gravel or asphalt is specifically prohibited, except as a base to the concrete drive.

12. Sidewalks are to be installed by the Home Builder or Lot Owner at such time as the driveway is installed. Sidewalks must be four (4) feet in width and three (3) feet from the back of the curb. Additionally, all sidewalks must be constructed with Class A (3,000 psi min.) concrete with a broomed finish, a four (4") inch minimum thickness, control joints at a maximum spacing of five (5) ft., a 2% minimum cross slope (falling towards the curb), and expansion joints where abutting driveways or existing sidewalks. All sidewalks must be constructed to the sidewalk standards per The GROVE Subdivision Construction Drawings, as approved by the City of Jackson and generally described above.
13. All exterior windows of any dwelling erected in the Subdivision shall be of vinyl, wood, vinyl clad or aluminum clad construction, unless otherwise approved in writing by Developer. Aluminum windows are expressly prohibited.
14. "Owner" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excluding those having an interest in the affected lot merely as security for the performance of an obligation.
15. All lots in the Subdivision shall be used for private, residential purposes only; provided, however, the Developer shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes.
16. No lot in the Subdivision shall be subdivided into smaller lots, however property lines may be moved provided the remaining lots meet all covenants and zoning requirements. A vacant lot may be used to access adjacent land for future development if specifically approved in writing by Developer.
17. Any lot sold by Developer, shall be kept in good, neat condition until construction begins. Thereafter, the owner and/or contractor shall exercise care to maintain a neat appearance of the property during construction.
18. During the period of actual construction of a single-family dwelling on a lot, the owner thereof shall require all primary and sub-contractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash, silt and other construction debris. Construction debris shall not be permitted to remain upon any Lot. If the Developer is fined or forced to clean up the street, the owner/contractor responsible shall reimburse the Developer for all related costs.
19. Any damage caused by construction to any adjacent Lot or Commons Area is the responsibility of the Homebuilder / Lot Owner that is causing the damage.
20. Construction of any single family dwelling erected on any lot in the Subdivision shall be completed within twelve (12) months of the beginning of construction of said dwelling.

Provisions primarily regarding **Home/Lot Owners** (although Home Builders must also comply):

21. A **Homeowners Association for The Grove of Matthew's Creek** is *hereby* created to provide for maintenance and general upkeep of the entrance (mechanical gated, guard house, landscaping, brick wall, vinyl fence, mowing, associated utilities, maintenance, etc.) any commons areas (medians, retention pond, fence, etc.), private streets, sidewalks, ornamental street lights and ornamental street signs. Each lot owner in the Subdivision shall be responsible for their lot's pro-rata share of the dues, fees, and charges necessary to maintain the Association and areas mentioned above. Each lot owner shall be entitled to one vote per lot and shall automatically be a member of the Homeowners Association and subject to its bylaws, whether or not the lot owner voted for the establishment of the Association. The Developer or any entity owned or controlled by the Developer, or the individual partners of the Developer, are exempt from paying Homeowner's Association dues on any vacant lots.

22. In the event any Lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Developer and/or Architectural Committee or other such consents as required by law, or any lot/home owner violates any of these recorded restrictions, said Owner shall be liable to the Developer and/or Homeowner's Association for a liquidated damages penalty in the amount of up to \$5,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions. In addition, the party in violation shall be responsible for all costs of enforcement, including but not limited to a reasonable attorney's fees.
23. Each owner of a lot with an ornamental street light situated on it will receive a deduction from their Homeowner's Association dues as determined by the Developer and/or Homeowners Association. This credit is intended to offset the estimated electricity utilized for said light, which will be charged on the Lot owner's monthly JEA electric bill.
24. Only the Developer provided Ornamental Street Lights shall be permitted adjacent to the private roads within the Subdivision. Any other lamp posts must be approved in writing for type and location by the Developer or Architectural Committee. No lights of size or design similar to city street lights may be erected or installed on any lot within the Subdivision. Exterior security or spot lights shall not shine directly towards adjacent lots or the private roads.
25. Each property owner shall at his/her sole expense, obtain and erect an ornamental "The Grove" iron mail box in accordance with the type, model and specifications approved by the Developer, and no mail box or receptacle of any other type or design will be allowed. (Currently *Jackson Welding & Ornamental Iron* furnishes all required mailboxes).
26. At a minimum, landscaping shall include plantings on the front and side elevations, at least two 2.5" caliper trees in the front yard, and Bermuda, Zoysia or Fescue sod, unless otherwise approved in writing by Developer and/or Architectural Committee.
27. Each yard must be maintained under a Weed Control Contract (or equivalent) with a reputable company or individual that specializes in lawn care and weed control services. In the event a homeowner wishes to maintain his own weed control program he must apply for a exemption from the Developer and furnish satisfactory proof he is capable of maintaining the appropriate weed control program.
28. Each lot owner shall maintain the exterior of all buildings and improvements on his/her Lot in a good and workmanlike manner and shall present a neat and clean appearance upon the Lot including painting, repairing, replacing and caring for: roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, and other exterior improvements and shall do nothing on a Lot that renders it *unattractive, unsightly, or a nuisance* to the Subdivision.  
  
Additionally, if the Developer feels any such conditions could affect existing and/or future home sales, the offending lot owner(s) will be notified by the Developer of any violation and/or fines, and given 15 days written notice to correct said nuisance, thereby avoiding said monetary penalty as set forth in Paragraph 22 above.
29. All fencing will be of similar DESIGN, MATERIAL, HEIGHT & CONSTRUCTION to The GROVE of Matthew's Creek tan vinyl "commercial quality" entrance fence, unless specifically approved in writing by the Developer. Additionally, black wrought iron or aluminum fences six (6) foot in height of Developer approved style/construction will be permitted, depending on location. However, four (4) foot wrought iron or aluminum fences may be allowed as pool enclosures only if approved in writing by the Developer and/or Architectural Committee.

All fencing must be approved in writing by Developer and/or Architectural Committee for location and/or any alternate design, materials or construction.

No fence will be allowed beyond the front setback line of any lot (or beyond the front of the house, unless approved by the Developer or Architectural Committee). No fence on any corner lot shall extend past the minimum side setback requirement of either street. **Chain link fences and wood fences are expressly prohibited.**

30. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling unit and other buildings or structures customarily used as "outbuildings" or pool-houses for a single-family dwelling, and which are, additionally, of a *permanent* nature, of *similar* design and construction to the single-family dwelling and are *specifically* approved in writing by the Developer or Architectural Committee.
31. The total ground area occupied by a dwelling and accessory building(s) on any lot shall not exceed 35% of the total area of the lot.
32. Tennis courts, basketball courts, batting cages and any other similar additions or improvements which in any way service the main dwelling shall be approved in writing by the Developer and/or Architectural Committee.
33. Playground equipment, etc. is not to be visible from the street. All playground equipment over eight feet in height will be maintained within an approved privacy fence or sufficiently screened by landscaping and must be specifically approved for location in writing by Developer or Architectural Committee.
34. Any television or other satellite receiver larger than 18 inches in diameter shall be located in the rear yard of the Lot within an approved privacy fence. *Direct TV, Dish Network* or similar type dishes (18" or less in diameter) **may not be mounted to the front or sides of the dwelling (or any ancillary improvement) where visible from the front street.** Additionally, only one (1) dish may be visibly mounted to the dwelling.
35. No photovoltaic (solar) panels or similar equipment may be attached to the house without prior written approval of the Developer and/or Architectural Committee. **Any renewable energy equipment, including solar panels, visible from the front street is expressly prohibited.**
36. All swimming pools must be approved for:
  - a) Location (they are not allowed in drainage or utility easements)
  - b) Where the removed dirt will be hauled or placed
  - c) The drainage away from the pool deck (and how it affects neighbors)
  - d) The elevation of said pool & deck as to how it will affect neighboring yards
  - e) Backwash location and design, especially salt-water pools, as the salt water kills downstream vegetation

**NO ABOVE GROUND POOLS**, whether temporary or permanent, shall be placed on any lot in the Subdivision.

37. No trailers, boats, motorcycles, atv's, campers, or related types of vehicles or instrumentalities, shall be permitted on any lot in the subdivision, *unless* stored at all times within a privacy fence, an enclosed garage or other permanent accessory building otherwise permitted under these restrictions.

38. No recreational vehicles or commercial vehicles larger than a pickup truck shall be allowed on, or in front of, any lot in the Subdivision, *unless* same is maintained within an enclosed garage. Nothing herein contained is intended to prohibit commercial vehicle access to any lot within the Subdivision for purposes of rendering commercial services for the benefit of such Lot owner. No inoperable, for sale, or damaged vehicle(s) shall be parked or maintained on, in, or about any lot, unless said vehicle is wholly contained within an enclosed garage area.
39. No trash containers will be permitted unless they are screened by fencing or shrubbery from public view. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.
40. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street.
41. No foil, sheets, reflective materials, paper or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purposes. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the house.
42. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an *annoyance* or *nuisance* to the Subdivision or other Lot owners.
43. No fowl, livestock, or other animals, except such customarily domesticated animals as dogs and cats, shall be kept stabled or penned on any lot or brought onto any lot, and all such animals must be confined on said lot in accordance with local ordinances and state laws.
44. All electrical service lines, telephone lines and cable TV lines shall be located underground. The owners of the lot over which telephone lines, etc., are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that the Developer shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.
45. Any heating or cooling system for a structure on any lot which is of a type that uses a water source heat pump, or similar device, must drain into a dry well and meet all governing authority's regulations pertaining to same. No window air conditioning unit shall be installed in any residence or ancillary building.
46. "For Sale by Owner" signs and signs of similar size and nature must be specifically approved in writing by Developer or Architectural Committee. (The intent is to restrict home-improvement store and/or home-made type/quality signs.)
47. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or the recover damages thereof, or both. In the event the Developer, Architectural Committee or individual Lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying Lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer, Architectural Committee, or Lot owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.



48. These restrictive covenants may be amended at any time with a vote of 80% of the lot owners, each lot representing one vote.
49. The Developer has the absolute right to waive or release a lot from a particular restriction or covenant, if in the Developer's sole judgment, such a waiver or release is necessary and will not materially damage or diminish the Subdivision. Developer shall have the right to execute or grant such a release or waiver in writing in recordable form.
50. The Developer has no obligation to enforce the Restrictive Covenants, or maintain entrances or other areas in the subdivision after the Homeowners Association has assumed responsibility for those items. The Developer, Architectural Committee and/or any Lot owner has the right to enforce the Restrictive Covenants, but no party has the obligation to enforce the Restrictive Covenants.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in THE GROVE of Matthew's Creek, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument, after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Madison County, Tennessee.

## ARTICLE II

### BY-LAWS OF HOMEOWNERS ASSOCIATION

1. **HOMEOWNERS ASSOCIATION:** All of the owners of lots in The Grove of Matthew's Creek, as shown on the plat(s) to be recorded in the Register's Office of Madison County, Tennessee, as the same may be amended to include any additional units, shall be members of the Association.

The Homeowners Association shall become effective upon \_\_\_\_\_, and every individual lot owner as of that date shall be a member of the Association and responsible for Homeowners' Association dues from that time forward. However, the Developer and its remaining lots, except for any lot which is Developer's Personal residence, are exempt from Homeowners' dues and obligations, until all Developer's lots are sold. However, since the Developer has funded the Development until the Homeowners' Association becomes effective, the Developer shall have the right to vote on his lots until they are sold.

The purpose of the Association is to administer on a non-profit basis and through a Board of Directors, to elect the Board of Directors; to amend and supplement from time to time these By-Laws and the system of Administration; and to do and perform any and all other things, matters or acts required by or permitted by the owners or the laws of the State of Tennessee. The Association shall be responsible of the maintenance of the Commons Areas and elements of the Subdivision and may take any action to enhance the value of the Subdivision in general.

2. **MEETINGS AND VOTING RIGHTS OF MEMBERS:**
  - a) **Eligibility.** The owner or owners of a lot, who have become such in compliance with all the requirements and conditions contained in the Declaration of Covenants, Conditions and Restrictions, including these By-Laws and corporate Charter for The Grove of Matthew's Creek Homeowners Association, Inc., shall be entitled to attend and vote at all meetings of the Association. The Developer shall be considered the owner of each lot which is unsold by him.
  - b) **Voting Rights.** Then owner or owners of a lot shall be entitled to one vote at all meetings of the Association. Where two or more persons own a lot, the vote allocated to that lot shall be cast by one person authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect to that lot. Where one person or group of persons owns more than one lot, such person or group shall be entitled to cast one vote for each lot owned.
  - c) **Corporation as Owner.** In the event a partnership, trustee, corporation or other entity owns a lot or lots, after having complied with all conditions contained in the Declaration, including these By-Laws, the vote of such may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.

- d) Proxies Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the meeting prior to the meeting.
- e) Annual Meeting. The annual meeting of the Association shall be held at 7:00 p.m. on the first Monday in February of each year beginning when the Restrictions call for the Owners to assume the responsibility for the Commons Areas or at such time as the Developer notifies the Lot owners to form the Association, whichever event occurs first, for the purpose of electing a Board of Directors and of transacting any other business authorized to be transacted by the members; provided however that if such day is a legal holiday, then the meeting shall be held at the same hour on the next following day.
- f) Special Meetings. Special meetings of the Association shall be held whenever called by the President and Secretary of the Board of Directors, by a majority of the Board of Directors or by written request of one-third (1/3) of the entire members of owners. When a special meeting is so called, the Secretary shall mail or deliver written notice of the meeting to all owners.
- g) Notice. Notice shall be given to all owners of meetings stating the time, place and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed or delivered to each member at his address as it appears on the books of the Association, or may be mailed or delivered to his lot not less than ten (10) days nor more than thirty (30) days before the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Notice of a meeting may be waived before, at or after the meeting.
- h) Quorum. A quorum at any meeting of the Association shall consist of persons entitled to cast at least a majority of the votes of the entire number of lot owners. The affirmative vote of a majority of owners present, being more than fifty per cent (50%) of the total number of lots in attendance, is required to adopt any resolution, elect any director, make any decision or take any action; except that these By-Laws and the system of administration may be modified only in the manner hereinafter set forth.
- i) Presiding Officer. The President of the Board of Directors shall preside over all Association meetings; and the Secretary of the Board of Directors shall take and keep the Minutes and Minute Books of all Association meetings, wherein adopted resolutions shall be recorded, and shall serve as Secretary at such meetings.
- j) Amendments. The Association may, at any duly called, held and convened meetings, modify or amend the system of administration of The Grove of Matthew's Creek, and these By-Laws for the administration of The Grove of Matthew's Creek, by the affirmative vote of owners representing at least Seventy-five Percent (75%) of the total lots in The Grove of Matthew's Creek. The said system of administration and these By-Laws, however, may be only amended in such manner that all of the provisions required by the code of Tennessee to be within the contents of the By-Laws shall always be embodied in the By-Laws. No such modification or amendment of a system of administration or of these By-Laws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Madison County, Tennessee, in the same manner as was the Declaration and these original By-Laws which are a part of the said Declaration.

3. **BOARD OF DIRECTORS:** The administration of The Grove of Matthew's Creek, its business affairs and of the general common elements herein shall be vested in its Board of Directors, which shall consist of not less than three (3) nor more than seven (7) persons. Except for the initial members of the Board of Directors, each member of the Board of Directors shall be either the owner of a lot or of an interest therein, or, in the event of ownership of a lot by a partnership, trustee, corporation or other entity, a partner, trustee, officer or other designated representative thereof.
- a) **Election of Directors.** The Association shall, at its annual meeting, elect the Board of Directors. Each owner or owners of a lot shall be entitled to one vote per lot for each of the Directors to be elected, with cumulative voting not permitted. A majority of those voting shall be necessary for the election of a Director. Each owner or owners of a lot, on each ballot, is required to cast his vote for as many persons as there are Directors to be elected. In the event a sufficient number of persons fails to receive a majority of votes, additional votes will be taken with the name of the person receiving the lowest number of votes being dropped after each ballot, until a sufficient number of Directors is elected.
  - b) **Vacancies.** Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
  - c) **Term.** The term of each Director's service shall be until the next annual meeting of the Association and thereafter until his successor is duly elected by the Association and qualified or until he is removed in the manner elsewhere provided.
  - d) **Organization Meeting.** The organization meeting of a newly elected Board of Directors shall be held within three (3) weeks of their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.
  - e) **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting unless notice is waived.
  - f) **Special Meetings.** Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of a majority of the members of the Board. Not less than five (5) days notice of the meeting shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
  - g) **Waiver of Notice.** Any Director may waive notice of a meeting before, at or after the meeting before, at or after the meeting, and such waiver shall be deemed as equivalent to the giving of notice.
  - h) **Quorum.** A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration or elsewhere in these By-Laws. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have to be transacted at the original called meeting, may be transacted at the adjourned meeting without further notice.

- i) Presiding Officer. The President of the Board of Directors shall preside at all meetings of the Board; the Secretary of the Board shall serve as Secretary of all meetings of the Board. In the absence of either, the Board shall designate one of their number to preside or to serve as Secretary as the case may be.
- j) Compensation. No compensation shall be paid to any member of the Board or to any officer for service as such, unless approved by a majority of owners. Any member of the Board or any officer may be reimbursed for expenses actually incurred by him, upon approval of the Board.
- k) Removal. Any member of the Board may be removed and relieved of duty as such by the vote of the owners representing a majority of the total of lots at any regular or special meeting duly called and convened of the Association. The vacancy created by such removal may be filled by the Association at the meeting at which such Director was removed.

4. OFFICERS: The Board of Directors shall elect, from its members:

- a) A President, who shall be the chief administrative officer of the Board; shall execute contracts and agreements in the name and behalf of the Board when directed by the Board; shall preside at all meetings and shall perform such other duties as the chief administrative officer as the Board, may, from time to time, direct;
- b) A Vice President; who shall, in the absence or disability of the President, preside at all meetings and perform all duties of the President;
- c) A Secretary/Treasurer, who shall keep the Minutes of all meetings and proceedings of the Association, and of the Board of Directors. He shall attend to the giving and serving of all notice to the owners of meetings and to the Directors at meetings of the Board of Directors. He shall keep all other records of the Association and of the Board. An Assistant Secretary may also be elected to perform the duties of the Secretary when the Secretary is absent and who shall have the custody of all property of the Board, including funds, securities, evidences of indebtedness, books, assessment rolls and accounts of the owners. He shall keep the books in accordance with good accounting practice and shall perform all other duties incident to the office of the Treasurer.

No compensation shall be paid to any Director or Officer for services as such, except upon approval by a majority of the owners. This provision shall not preclude, however, the Board of Directors from employing an officer or administrator as an employee of the Association, such as manager or as bookkeeper, auditor, attorney or the like.

All moneys and funds of the Board of Directors shall be deposited in such bank or banks as may be designated from time to time by the Board of Directors. Withdrawals of moneys from such accounts in banks shall be only by checks or drafts signed by such persons or as are authorized by the Board of Directors. At least two signatures are required for the signature of any check or draft.

Roberts Rule of Order (latest edition) shall govern the conduct of meetings of the Association and of the Board of Directors, subject to any paramount provisions of the statutes of Tennessee and provisions of the Declaration including these By-Laws.

5. **POWERS OF THE BOARD OF DIRECTORS:** In addition to the rights, powers and duties conferred upon the Board of Directors by the Declaration, the laws of Tennessee and by other provisions of these By-Laws and without in otherwise limiting the same, the Board of Directors shall have the following additional and cumulative rights, powers and duties:
- a) To hold title and possession to funds and property, including the maintenance funds and other assessments and including title to any purchased lot or purchased leasehold interest pursuant to the powers herein above conferred as trustee for the use and benefit of the owners of the lots;
  - b) To recommend assessments against members to defray the costs of the Association, including, without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating and administering the roofs and exteriors of the improvements on the common elements and the perimeter wall and any service to be provided to the Declaration, and of engaging all necessary services and employees therefore; approval of assessments shall be governed by Article V of the Declaration of Covenants;
  - c) To use the proceeds of assessments in the exercise of its powers and duties;
  - d) To oversee the maintenance, repair, replacement, operation and administration of the exteriors of the improvements of the common elements and any services to be provided to the individual lots pursuant to the Declaration;
  - e) To oversee the reconstruction of improvements after casualty and the further improvement of the property, including buildings and common elements;
  - f) To make and amend regulations respecting the use of the property, including the building and common elements;
  - g) To enforce by legal means, or otherwise, the provisions, of the Declaration, including and By-Laws and the regulations for the use of the property;
  - h) To contract for the management of the Association and to delegate to a manger the management duties of the Board of Directors, to be performed by such manger under supervision of the Board of Directors, should such be necessary and desirable;
  - i) To pay any taxes and assessments which are liens against any part of the property other than individual lots and the appurtenances thereto and to assess the same against the lot subject to such liens; to oppose the levying of any such taxes;
  - j) To carry insurance for the protection of lot owners and the Board of Directors against casualty and liabilities;
  - k) To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to owners of individual lots; and
  - l) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association, including without limitation, auditors, attorneys, bookkeepers and managers.

6. OTHER PROVISIONS: Members of the Association shall be entitled to cast one (1) vote for each lot owned by them. Developer shall be entitled to five (5) votes for each lot owned and unsold.
7. INDEMNIFICATION: The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action or in the right of the Association) by reason of the fact that he is or was a Director or officer of The Grove of Matthew's Creek, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of The Grove of Matthew's Creek, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption believed to be in, or not opposed to, the best interests of The Grove of Matthew's Creek, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable of negligence or misconduct in the performance of his duty to The Grove of Matthew's Creek, unless and only to the extent that the Chancery Court of Madison County, Tennessee, or the Court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability but in view of all circumstances such expenses which the Court shall deem proper. To the extent that a Director or officer of The Grove of Matthew's Creek has been successful on the merits or otherwise in defense of any action, suit or proceedings referred to in this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under this Article (unless order by a Court) shall be made only as authorized in the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by The Grove of Matthew's Creek, in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon a secured receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized herein.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Association or disinterested Directors or otherwise both as to an action in his official capacity and as to an action in another capacity while holding office, shall continue as to a person who has ceased to be a Director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person

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

## ARTICLE III

### EASEMENTS AND COMMON AREAS

1. **EASEMENTS FOR UTILITIES AND RELATED PURPOSES:** The Association if authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or right-of-way for sewer lines, electrical cables, telephone and other communication cables, internal and external wiring and antennas, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Residential Community as may be considered necessary appropriate or desirable by the Board of Directors for the orderly maintenance, preservation of the health, safety, convenience and/or welfare of the Owners of the Lot and the Developer.
2. **GENERAL EASEMENT:** The Developer, so long as it shall retain record title to any Lot or the Common Areas, and the Association, reserve the right and easement to the use of the Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Areas.
3. **ENCROACHMENTS:** Each lot and the dwelling located thereon and the property included in the Common Area shall be subject to an easement of encroachments created by construction, reconstruction, repair, shifting movement, settling and overhangs as designed or constructed by the Developer. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.
4. **INGRESS AND EGRESS:** There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing, and maintaining all phones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to construct and maintain the necessary underground lines and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under the roofs and exterior walls for said dwellings. An easement is further granted to all police, fire protection, ambulance, and all similar persons to enter upon the street and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any lots to perform the duties of maintenance and repair of the dwelling or Common Area provided for herein.

Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.



5. ENTRANCE, GATES, FENCES, PRIVATE ROAD, SIDEWALKS, STREET LIGHTS AND ANY OTHER COMMON AREAS: The Developer has constructed the Entrance and Wall, Gates, Subdivision Fence, Private Roads, Sidewalks, Ornamental Street Lights, etc., which Commons Area is shown on the Final Plat of The Grove of Matthew's Creek. After \_\_\_\_\_, the Property Owners' Association shall have the obligation for the general upkeep and maintenance of these items, for normal wear and tear. In the event any damage is caused to these items by an individual lot owner, his or her residents, guests, or invites, the cost of the repair for the damage shall be the sole responsibility of the individual lot owner. In the event the lot owner does not make the required repair the Property Owners' Association have the right to make the repairs it deems necessary and to charge those repairs to the individual lot owner responsible and collect it in accordance with the by-laws of the Association. The Developer shall also have the right to establish other common areas by Declaration on the Final Plat(s).

## ARTICLE IV

### EFFECTIVE DATE

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in THE GROVE of Matthew's Creek, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument; after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Madison County, Tennessee. These Covenants, Conditions and Restrictions, along with the attached By-laws become effective upon the recording of this document in the Register's Office of Madison County, Tennessee.

## ARTICLE V

### LEGAL DESCRIPTION THE GROVE of Matthew's Creek Sections I-A and I-B

The Grove Partners reserves the right to extend these restrictions to future Sections and also reserves the right to modify the application of these Restrictions to future Sections as needed and determined in the Developer's sole judgment.

**BEGINNING AT A POINT** IN THE NORTHWEST CORNER OF LOT 102, *GRAND HAVEN SUBDIVISION - SECTION I*, A PLAT OF WHICH APPEARS ON RECORD IN PLAT BOOK 10, PAGE 566 IN THE REGISTERS OFFICE OF MADISON COUNTY, TENNESSEE, ALSO BEING IN THE SOUTH MARGIN OF MCCLELLAN ROAD 60 FT. RIGHT-OF-WAY,

RUNS THENCE SOUTH 04D 17' 55" WEST WITH THE WEST MARGIN OF SAID LOT 102, *GRAND HAVEN SUBDIVISION - SECTION I*, A DISTANCE OF 169.94 FEET TO A POINT, CONTINUING 52.00 FEET TO A POINT IN THE SOUTH MARGIN OF SARASOTA COVE 52 FT. RIGHT-OF-WAY,

RUNS THENCE FOLLOWING SAID RIGHT-OF-WAY SOUTH 85D 36' 27" E A DISTANCE OF 1.48 FEET TO A POINT IN THE NORTHWEST CORNER OF LOT 103, *GRAND HAVEN SUBDIVISION - SECTION I*,

RUNS THENCE SOUTH 03D 56' 11" WEST WITH THE WEST MARGIN OF SAID LOT 103, *GRAND HAVEN SUBDIVISION - SECTION I*, A DISTANCE OF 83.94 FEET TO A POINT,

RUNS THENCE NORTH 85D 40' 46" WEST A DISTANCE OF 172.14 FEET TO A POINT IN PROPOSED SWANBOURNE COVE 45 FT. RIGHT-OF-WAY,

RUNS THENCE FOLLOWING SAID RIGHT-OF-WAY SOUTH 04D 19' 14" W A DISTANCE OF 21.20 FEET TO A POINT,

RUNS THENCE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 477.50 FEET A DISTANCE OF 39.06 FEET TO A POINT (CHORD = 39.05 FT, S 01D 58' 37" W),

RUNS THENCE SOUTH 89D 38' 01" WEST A DISTANCE OF 218.51 FEET TO A POINT,

RUNS THENCE NORTH 85D 06' 29" WEST A DISTANCE OF 182.53 FEET TO A POINT IN THE EAST MARGIN OF PROPOSED BUCKINGHAM COVE 45 FT. RIGHT-OF-WAY,

RUNS THENCE FOLLOWING SAID RIGHT-OF-WAY SOUTH 03D 56' 11" WEST A DISTANCE OF 4.11 FEET TO A POINT,

RUNS THENCE NORTH 85D 06' 29" WEST A DISTANCE OF 270.29 FEET TO A POINT,

RUNS THENCE SOUTH 54D 27' 44" WEST A DISTANCE OF 147.80 FEET TO A POINT IN THE CENTER OF AN UNNAMED TRIBUTARY OF MATTHEWS CREEK,

RUNS THENCE FOLLOWING SAID CREEK NORTH 35D 32' 16" WEST A DISTANCE OF 87.14 FEET TO A POINT,

THENCE NORTH 89D 43' 02" WEST A DISTANCE OF 34.08 FEET,

THENCE NORTH 27D 28' 03" WEST A DISTANCE OF 229.24 FEET,

THENCE NORTH 13D 39' 43" WEST A DISTANCE OF 196.24 FEET TO A POINT IN THE SOUTH MARGIN OF MCCLELLAN ROAD 60 FT. RIGHT OF WAY,

RUNS THENCE FOLLOWING SAID RIGHT-OF-WAY SOUTH 85D 40' 27" EAST A DISTANCE OF 184.76 FEET,

THENCE SOUTH 85D 36' 27" EAST A DISTANCE OF 857.16 FEET TO A POINT

THENCE SOUTH 85D 35' 27" WEST A DISTANCE OF 192.70 FEET TO **THE POINT OF BEGINNING** CONTAINING **10.146 ACRES (441,971 Sq. Ft.)**, BEING A PORTION OF THE JAMES S. MATTHEWS III, ETAL. TRACT AS RECORDED IN DEED BOOK 590, PAGE 629, ALSO BEING SECTION I OF **THE GROVE OF MATTHEWS CREEK SUBDIVISION**.

IN WITNESS WHEREOF, the undersigned has caused the execution of these Restrictive Covenants on this the 24th day of April, 2014.

THE GROVE PARTNERS

BY: Brad Presson  
Brad Presson, Managing Partner

STATE OF TENNESSEE )  
COUNTY OF MADISON )

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared Brad Presson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Managing Partner of The Grove Partners, the within named bargainor, and that he as such officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Officer.

WITNESS MY HAND and Official Seal on this the 24th day of April, 2014.

My Commission Expires: 1-23-18

Jeri Harbin  
Notary Public



BK/PG: T1976/163-181  
14004665

19 PGS:AL-RESTRICTIONS	
ANGIE BATCH: 134357	04/28/2014 - 03:49 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	95.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	97.00

STATE OF TENNESSEE, MADISON COUNTY  
LINDA WALDON  
REGISTER OF DEEDS