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## EMERALD LAKE

A Planned Residential Development  
 Declaration of Covenants, Conditions and Restrictions  
 Provisions for Homeowner's Association

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# EMERALD LAKE

## A Planned Residential Development

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set fourth by the undersigned Woods Venture, LLC, Tennessee Limited Liability Company, hereinafter referred to as "Declarant":

*pl. ? pg 173*

### WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Jackson, County of Madison, State of Tennessee, which is more particularly described in Exhibit "A", to be known as Sections I, II and III of Emerald Lake Subdivision attached hereto and made a part hereof; and

WHEREAS, Declarant will convey the said property, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

WHEREAS, Declarant owns certain property shown Exhibit B which may be future Development of Emerald Lake:

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, of enhancing and protecting the value, desirability, and attractiveness of the property. These easements, covenants, restrictions and conditions shall run with the property and shall be binding on all parties having or acquiring and right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

FURTHER, Declarant reserves the right, but not the obligation, to impose these covenants, conditions and restrictions, subject to variation, if necessary in Declarant's sole judgment, on the property described in Exhibit "B" and to at its option require lot owners for the property described in Exhibit "B" members of the Association.

### ARTICLE I.

#### DEFINITIONS

Section 1. "Association:" shall mean and refer to Emerald Lake Homeowners' Association, Inc., its successors and assigns, whether or not in corporate form.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association. Also at Declarant's option the property described in Exhibit "B" may become part of the "property" described in Exhibit "A". The Declarant expressly reserves the right to bring the property described in Exhibit "B" into the Association or not, and further reserves the right to alter or change the restrictive covenants to apply to the property in Exhibit "B".

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owed by the Association at the time of the conveyance of the first lot is described as follows:

The gate and entranceway, the walls and barriers around the perimeter of the tract described as Exhibit "A", the roads within the tract and any area dedicated as common area on the original plat submitted to the planning commission and recorded in the Register's Office of Madison County, Tennessee

Ownership of a Lot hereunder shall include an undivided pro rata interest in the Common Area owned by the Association.

The Declarant shall have the right and option to dedicate the lake or any part of it, and any other additional common area on the recorded plat and to dedicate common areas in possible future sections of Emerald Lake described in Exhibit B by conveying or dedicating those areas on a recorded plat in the future.

Section 4. "Lot" shall mean and refer to a Lot shown on the above-referenced recording, and all amendments and rerecording thereof, and improvements on said Lots, and any lots shown on future sections of Emerald Lake Subdivision, as shown at Exhibit B, if Declarant opts to include the property shown in Exhibit "B".

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Woods Venture, LLC, its successors and assigns, if such, successors and assigns should acquire the remaining portion of the property from the Declarant for the purpose of development.

Section 8. "Dwelling" shall mean and refer to a single family residence constructed on any portion of a lot or lots.

## ARTICLE II.

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

## ARTICLE III.

### CLASSIFICATION OF MEMBERS

Members shall be divided into two classes denominated as Class A Members and Class B Members, defined as follows:

Class A Members shall be Owners as defined in Article II with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Article I. When more than one person holds such interest or

interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. However, members who own a lot contiguous to Emerald Lake shall have two votes in the Association on matters regarding the regulation, use, maintenance and operation of the Lake. This right to two votes shall apply only to matters involving the Lake.

Class B Members(s) shall be the Declarant, who shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article II. The Class B membership shall cease and be converted to Class A membership upon the first to occur of the following: (a) Ninety per cent (90%) of the lots are sold in the platted Subdivision shown in Exhibit A; or (b) December 31, 2005, provided, however, that if the Developer is unable to fully develop the Property and sell all recorded Lots to Owners by reason of any ban, moratorium or restriction imposed by any government, governmental agency or public utility, then this date shall be extended for a period equal to the period between the date on which such ban, moratorium or restriction commenced, and the date upon which such ban, moratorium or restriction terminates or is rescinded, but in no event shall such period be extended for more than five (5) years. From and after the happening of either event, whichever occurs first, the Class B Member(s) shall be deemed to be Class A Member(s) entitled to one vote for each Lot in which it holds the interest required for membership under Article I.

#### ARTICLE IV.

##### PROPERTY RIGHTS

Section I. Owner's Easements of Enjoyment. Every owner shall have right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a). The right of the Association to limit the number of guests of members, in the use of the Common Area;
- b). The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to mortgage said property;
- c). The right of the Association to suspend the voting rights by a member for any period during which any assessment against his Lot remains unpaid, or during which a member is in violation of published rules, by-laws and regulations adopted by the Association Board of Directors;
- d). The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes hereof has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days, nor more than 60 days, in advance of such dedication or transfer;

e). The right of the Association to regulate the type of motorized and non-motorized vehicle parking on all Lots and Common Areas.

f). The right of the Association to regulate the use and enjoyment of Emerald Lake.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, or contract purchasers, all of whom must reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey title, subject to prior encumbrances, to the Common Area shown on any Subdivision Plat to the Association by noting such areas on the Subdivision plat prior to the conveyance of the first lot, and the Declarant reserves the right and the option, in the event the property described in Exhibit "B" is developed as a future section of Emerald Lake, for those lot owners to have rights in the common areas and to be members of the Association.

#### ARTICLE V.

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, is excluded from any special or monthly assessments until December 31, 2005. Every other owner of any Lot, at the time of acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments and dues as set by approval of a majority of the total votes cast at each annual meeting of the Homeowner's Association, and (2) special assessments for capital improvements or repairs, such assessments to be fixed, established and collected from time to time as necessary and approved as stated in Section 4 below. The annual and special assessments, upon the land, together with such interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due; and if the obligation is not promptly paid, the Association shall have the right to file a written lien which shall attach to the owner's property, the lien to be filed in the Register's Office of Madison County, Tennessee.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, its services and facilities, as related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, 1999, the maximum annual assessment shall be Two Hundred Fifty Dollars and no/100 (\$250.00) per lot, due upon purchase of lot from Declarant.

The owners by majority vote will fix the annual assessment at an amount necessary to provide for the requirements hereof and for the welfare of the Association, at the annual meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment year, a special assessment 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 a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment; Exception; Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. However, in the event there is a special assessment for the improvement, maintenance, or repair of the lake, where the owners of lots contiguous to Emerald Lake cast two votes, those particular lots shall be double assessed for the costs of that special assessment, only. For example, in the event there is a special assessment for the lake of \$10,000, and there are 19 lots contiguous on the lake and 21 lots not on the lake, then the total shares available to pay that assessment would equal 59. Each lot owner contiguous to the lake would have 2/59 of the assessment and each lot owner not contiguous to the lake would have 1/59 share of the assessment. Lakefront lots would owe \$339.00 of the \$10,000 special lake assessment. Non lakefront lots would owe \$169.50 of the \$10,000 special lake assessment.

Section 6. Quorum for Any Action Authorized Under Sections, 3 & 4. At any meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming, at any meeting, an adjourned meeting may be called, subject to the notice requirements set forth in Section 3 and 4 and the required quorum at any such adjourned meeting shall be one-half of the required quorum at the preceding meeting. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting. The annual assessment provided or herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area or the filing of the final plat. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Members of the Association shall fix the amount of the annual assessment period. Written notice to the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest allowable in the State of Tennessee, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except those owned by the Declarant until December 31, 2005, as outlined previously.

## ARTICLE VI.

### ARCHITECTURAL CONTROL

Section I. Architectural Control Committee. An "Architectural Committee" is hereby established. The initial Committee shall consist of Lee W. Godfrey and R. Joel McAlexander, and a third person to be named by Declarant, who must be a resident lot owner, who shall serve for a period of five years, unless they resign from the Committee by written notice to the Board of Directors of the Association. Upon the expiration of five years from the date hereof, or the earlier resignation of Lee W. Godfrey and R. Joel McAlexander, the Board of Directors of the Association shall then appoint the Architectural Committee, which shall 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 make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorization contained herein.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. With the exception of Declarant, 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 Emerald Lake Subdivision, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which materially changes the exterior appearance thereof, including, but not

limited to painting, additions, re-roofing, or landscaping, without the written consent of the Architectural Committee. Plans and specifications on all construction shall be submitted for approval and shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include:

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

Approval of any such plans and specifications relating to any lot, however, shall be final as to that lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved 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.

In the event the Architectural Committee fails to approve or disapprove any plans any plans and specifications as herein provided within thirty (30) days after the submission, the applicant shall submit the plans to the undersigned Declarant for approval or disapproval and if no approval or disapproval is issued by the Declarant within fifteen (15) days, the same shall be deemed to have been approved as submitted and no further action on the part of the applicant shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained upon any Lot otherwise than in accordance with plans and specifications approved by the Architectural Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein and upon written notice from the Architectural Committee any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot, shall be terminated so as to extinguish such violation.

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

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



ARTICLE VII.  
RESTRICTIONS

The following restrictive covenants shall apply to the property described in Exhibit "A" and are established and declared for the purpose of protecting the use and value of this development, and as an inducement to encourage the purchase of Lots by the general public. Therefore the following restrictive covenants are impressed upon said property and shall apply and run with each and every lot in this Planned Residential Development.

1. Each house shall have a minimum of **3,500 Square Feet (Heated and Cooled Living Area)**, with a minimum **1,800 Square Feet (Heated and Cooled Living Area) for First Floor of a one and one-half or two-story**. At least 75% of the interior living area must be finished.
2. **Architectural Control Committee must approve all plans, including exterior materials and color. Plans, with elevations, must be signed after approval and kept on file by Architectural Control Committee.**
3. **All home designs and styles must be approved by the Architectural Control Committee.**
4. **Homeowner (builder) must have permission in writing from Architectural Control Committee to cut any existing trees.**
5. Setback minimums from street as shown on recorded plat but in no event less than 30 feet.
6. Side setback to be 10 feet for one-story and 12 feet for two-story.
7. Rear setback to be at least 10 feet unless a greater setback is shown on recorded plat; or is required elsewhere in these restrictions , not to include pools, patios, etc.
8. **Every dwelling and accessory building erected in the Subdivision shall be constructed of brick or dryvit** unless another similar type construction material approved by Architectural Control Committee. **No wood, vinyl or masonite will be approved except for windows, doors, trim and gables as specifically approved in writing by the Architectural Control Committee.** No outside walls may be constructed of imitation brick or similar materials. All outside materials must be new except that used brick, stone, or ornamental iron work or other ornamental objects may be used. No previously used dwelling or accessory buildings shall be relocated in the Subdivision. No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision.
9. No trailers, boats, motorcycles, campers, or relocated types of vehicles or instrumentalities, shall be permitted on any lot in the Subdivision unless stored at all times completely out of sight in a stockade type fence, an enclosed garage or other permanent accessory building otherwise permitted under these restrictions.
10. No commercial vehicles larger than a pickup truck shall be allowed on 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 or damaged vehicle shall be parked or maintained on any lot unless same is within an enclosed garage area.

11. No temporary residence or other temporary structure shall be erected on any lot. No mobile or modular homes or previously used structures of any type shall be placed on any lot nor used as a residence at any time.

12. 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.

13. All concrete block foundations shall be covered with new or used brick, or plaster, or other material as approved by Declarant.

14. **All garages and carports must be fully enclosed and of sufficient size for at least two (2) cars. No garage will be permitted to open to any street without written approval of the Architectural Control Committee.**

15. **All driveways shall be paved with concrete, or substance of similar quality approved by Architectural Control Committee.**

16. All electrical service lines, telephone lines and cable T.V. lines (excluding utility poles along University Parkway) shall be located underground, and the owners of the lot over which a telephone line, etc., are to be placed shall be responsible for the costs of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that Declarant shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.

17. 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 a lot, and all such animals must be confined on said lot in accordance with local ordinances and state law.

18. No television satellite receiver shall exceed 18" and must be approved by Architectural Control Committee.

19. No fence shall be allowed beyond the front setback line of a lot. **All fences location and material must be approved by Architectural Control Committee. Chain link is expressly prohibited.**

20. Each lot owner will be responsible for maintaining his lot in a reasonably neat condition and shall do nothing on a lot which would render it unattractive, unsightly or a nuisance to the Subdivision or other lot owners.

21. No trash containers will be permitted unless same 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.

22. Prior to construction of a dwelling on a lot in the Subdivision, the owner of the lot must submit a detailed set of house plans, including the proposed site plan to Architectural Control Committee for written approval thereof and not construction on any lot may be

commenced without first obtaining said written approval of the Declarant. Once written approval has been obtained, construction on the lot must generally conform with the approved plans..

23. The total ground area occupied by a dwelling and accessory buildings on any lot shall not exceed 30% of the total area of the lot.

24. For Purposes of these Restrictive Covenants, a two story house shall be defined as a house where the exterior walls extend a full two stories in height, excluding dormers or other partial second stories.

25. During construction any construction sign must be approved by Declarant and shall not exceed 2' x 2'.

26. The following restrictions shall apply to Emerald Lake:

- a). No fence barrier or structure of any type shall be erected on the rear of any lot bordering Emerald Lake within 20 feet of the retaining wall of the Lake, unless approved by Declarant and Architectural Control Committee.
- b). No water craft on the Lake shall have a gasoline engine. The entire lake shall be a no wake area.
- c). The Lake may be used only by members of the Homeowners Association and their guests. No guest shall use the Lake unless they are accompanied by a member of the Association.
- d). Each lot owner shall maintain his property in such a manner as to prevent any discharge of any pollution into the Lake and shall take all appropriate steps to ensure that surface water runoff is free from waste, debris, silt and any other pollution.
- e). Each lot owner shall observe the appropriate rules and regulations concerning the use of Emerald Lake as established by the Homeowners' Association; and any violation of rules and regulations shall be treated as a breach of these restrictive covenants and subject to enforcement as outlined hereafter.
- f). Any pier constructed on Emerald Lake must be approved in writing by the Architectural Control Committee.

27. These restrictions and covenants shall run with the land and shall be binding on all purchasers and owners of lots within the Subdivision, and all persons claiming under them, until midnight, January 1, 2027, at which time said covenants and restrictions shall be automatically extended for successive ten year periods unless by vote of the majority of the then owners of the lots in the Subdivision, it is agreed to change said covenants and restrictions in whole or in part, said changes, modifications or amendments to be in writing and duly recorded in the Register's Office of Madison County, Tennessee, on or before September 22, 2014. However, any restriction can be modified, eliminated or waived at anytime from January 1, 1998 forward if the modification of waiver is approved by an ownership group constituting 80% of the lots in the

Subdivision, or is approved by an 80% vote at the Homeowners Association.

28. In the event any lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Declarant or the Architectural Control Committee, or other such consents as required by law, or materially violates any restrictive covenant, said owner shall be liable to the Declarant and thereafter to the Homeowners Association for a partial liquidated damages penalty in the amount of \$3,000.00. Nothing herein contained is intended to serve as a waiver of the Declarant or any other lot owner's rights to require full compliance with these restrictions or to seek additional allowable damages; and payment of such penalty shall not relieve said lot owner from compliance with these restrictions. Further, 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 persons 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 to recover damages therefore, or both. In the event the Declarant, Architectural Control Committee, or Homeowners Association, a 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 Declarant, Architectural Control Committee, Homeowners Association, or lot owner, to enforce these covenants and restrictions. Invalidity of any one or more of these restrictions or covenants by judgement or court order shall in no way effect any of the provisions which shall remain in full force and effect.

## ARTICLE VIII.

### EASEMENTS

Section 1. Easements for Utilities, Lake Maintenance and Related Purposes. The Association is 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 Declarant.

Section 2. General Easement. The Declarant, 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.

Section 3. Encroachments. Each lot and the dwelling located thereon and the property included in the Common Area shall be subject to an easement for encroachments created by construction, reconstruction, repair, shifting movement, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance

of same, so long as it stands, shall and does exist.

Section 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, Declarant 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.

Section 5. Dedication. By a majority vote of lot owners acting through the duly organized Homeowners Association, a dedication to public use may be made at anytime of all or any portion of the streets or roads within the property. Such dedication shall be effected by the recording in the Register's Office of Madison County, Tennessee, of an instrument in writing accepted by the governmental entity in which such streets or roads are located. Such dedication shall not be accepted unless and until each such street or road conforms to the then prevailing Subdivision Regulations of the Jackson Regional Planning Commission. The expense of this improvements required to meet such specifications shall be borne by the Property Owners Association.

Until such dedication is accepted, the Property Owners Association, which shall consist of all landowners, shall have the sole responsibility and authority to determine the need for and extent of maintenance and repair of all roads within the development, and shall have the sole authority to employ contractors or others to perform the needed maintenance and repair work; and shall have general supervision and control over all maintenance and repair work.

Section 6. Perimeter, Common Fence and Wall, Lake Retaining Wall and Emerald Lake Dam. The Declarants have constructed a Perimeter Common Fence, Gate, Entranceway and Wall, Emerald Lake Retaining Wall and Emerald Lake Dam, which is shown on the Final Plat of Emerald Lake. 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.

ARTICLE IX

EFFECTIVE DATE OF DECLARATION

These Covenants, Conditions and Restrictions are executed this the 20<sup>th</sup> day of FEB, 1998 these Covenants, Conditions and Restrictions, along with the attached Bylaws become effective upon the recording of this document in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the undersigned the Declarant herein, has cause and this instrument to be executed by and through its duly authorized officials, this the 20<sup>th</sup> day of FEB, 1998.

DECLARANT:

WOODS VENTURE, LLC  
a Tennessee Limited Liability Company

BY: R. Joel McAlexander  
R. Joel McAlexander, Chief Manager

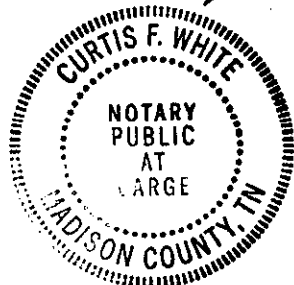
BY: Lee W. Godfrey, Secretary  
Lee W. Godfrey, Secretary

STATE OF TENNESSEE )  
COUNTY OF MADISON )

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared R. Joel McAlexander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Chief Manager of WOODS VENTURE, L.L.C., a Tennessee Limited Liability Company, and Lee W. Godfrey, with whom I am personally acquainted ( or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Secretary of WOODS VENTURE, L.L.C., a Tennessee Limited Liability Company, the within named bargainers, and they as such officers executed the foregoing instrument for the purpose therein contained, by signing the name of the company be himself as officer.

WITNESS MY HAND and official Seal on this the 20 day of Feb., 1998.

My Commission Expires: Jan 21, 2001



Curtis F. White  
Notary Public

**BY-LAWS FOR THE ADMINISTRATION  
OF  
EMERALD LAKE, HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I.

HOMEOWNERS ASSOCIATION

All of the owners of lots in Emerald Lake, a Planned Residential Development, as shown on the attached Exhibit "A" shall be members of the Association. At the option of the Declarant owners of lots in the property described in Exhibit "B" may become members of the Association in the future.

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.

ARTICLE II.

MEETINGS AND VOTING RIGHTS OF MEMBERS

Section I. 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 Emerald Lake Homeowners Association, Inc., shall be entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the owner of each lot which is unsold by it.

Section 2. Voting Rights. Then owner or owners of a lot shall be entitled to one vote at all meetings of the Association except members who own lots contiguous to Emerald Lake shall have two votes on matters regarding the regulation, use, maintenance and operation of the Lake. Where two or more persons own a lot, the vote allocated to that lot shall be cast by one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect 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.

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

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

Section 5. 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 in 1999, 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.

Section 6. 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.

Section 7. 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.

Section 8. 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.

Section 9. 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.

Section 10. Amendments. The Association may, at any duly called, held and convened meetings, modify or amend the system of administration of Emerald Lake, a Planned Residential Development, and these By-Laws for the administration of Emerald Lake, by the affirmative vote of owners representing at least two-thirds (2/3) of the total lots in Emerald Lake. 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.

### ARTICLE III.

#### BOARD OF DIRECTORS

The administration of Emerald Lake, a Planned Residential Development, 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.

Section 1. 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.

Section 2. Vacancies. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. 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.

Section 9. 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.

Section 10. 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.

Section II. 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.

#### ARTICLE IV.

##### 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, 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. As Assistant Secretary may also be elected to perform the duties of the Secretary when the Secretary is absent; and

D. A Treasurer, who shall have the custody of all property of the Board, including funds, securities, evidences of indebtedness, books, assessment rolls and accounts of the 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.

#### ARTICLE V.

##### 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 manager the management duties of the Board of Directors, to be performed by such manager 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.

#### ARTICLE VI.

##### OTHER PROVISIONS

Members of the Association shall be entitled to cast one (1) vote for each lot owned by them, lot owners who own lots contiguous to Emerald Lake shall have 2 votes for matters regarding the regulation, use, maintenance and operation of the Lake. Declarant shall be entitled to five (5) votes for each lot owned and unsold until such time as ninety per cent (90%) of the lots are sold; or until December 31, 2005, whichever shall first occur, after which time Declarant shall be entitled to one (1) vote for each Lot owned and unsold.

#### ARTICLE VII.

##### 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 Emerald Lake, a Planned Residential Development, against expenses (including attorney's fees), judgements, 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 Emerald Lake, 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 judgement, 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 Emerald Lake, 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 Emerald Lake, 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 Emerald Lake 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 Emerald Lake, 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.

#### ARTICLE VIII.

#### 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.

DESCRIPTION OF SECTIONS I, II-A, II-B,- & III EMERALD LAKE  
EXHIBIT "A"

BEGINNING AT A POINT in the north margin of East University Parkway said point being the southwest corner of Lot 101, Section I, Emerald Lake a plat of which appears on record in Plat Book 7, Page \_\_\_\_\_ in the Register's Office of Madison County, Tennessee and in the southeast corner of Lot 101, Section I, Walnut Trace a plat of which appears on record in Plat Book 6, Page 306 in the Register's Office of Madison County, Tennessee, runs thence with the east margin of Section I, Walnut Trace Subdivision as follows: North 9 degrees 23 minutes 28 seconds East a distance of 651.41 feet to a point, runs thence North 10 degrees 20 minutes 19 seconds West a distance of 169.02 feet to a point, runs thence with the east margin of Section I, II-A and continuing on as follows: runs thence North 19 degrees 01 minute 32 seconds West a distance of 464.97 feet to a point in the northeast corner of Lot 212, Section II-A, Walnut Trace a plat of which appears on record in Plat Book 7, Page 106 in the Register's Office of Madison County, Tennessee, runs thence North 07 degrees 09 minutes 27 seconds West with the west margin of Section I and II-A Emerald Lake a distance of 204.93 feet to a point, runs thence with the west margin of Emerald Lake Section II-A as follows: North 18 degrees 58 minutes 55 seconds East 102.99 feet, North 19 degrees 47 minutes 23 seconds East 151.58 feet, North 23 degrees 46 minutes 18 seconds East 155.26 feet, North 23 degrees 46 minutes 18 seconds East 29.75 feet, North 58 degrees 37 minutes 45 seconds East a distance of 258.07 feet to a point in the northeast corner of Lot 205, Section II-A Emerald Lake platted as aforesaid, runs thence North 58 degrees 37 minutes 45 seconds East with the north margin of Section II-B proposed Section III Emerald Lake a distance of 750 feet more or less to a point in the southern margin of proposed Cooper Anderson Road and in the northeast corner of proposed Section III Emerald Lake, runs thence in a southeasterly direction following a curve to the right of said proposed Cooper Anderson Road having a radius of 470.37 feet a distance of 85 feet more or less to a point, runs thence south 69 degrees 24 minutes 34 seconds East with the south margin of proposed Cooper Anderson Road and the north margin of proposed Section III Emerald Lake a distance of 348.52 feet to a point, runs thence in a southeasterly direction following a curve to the right of the southern margin of proposed Cooper Anderson Road having a radius of 668.54 feet a distance of 30.0 feet more or less to a point in a northeastern corner of proposed Section III Emerald Lake, runs thence South 22 degrees 47 minutes 15 seconds West with the southeastern margin of proposed Section III Emerald Lake a distance of 162.03 feet to a point in a northwestern corner of a 2.8769 cemetery tract, runs thence with the west margin of said cemetery tract South 22 degrees 47 minutes 15 seconds West a distance of 372.64 feet to a point, said point being the southeast corner of proposed Section III Emerald Lake and a northeastern corner of the Emerald Lake (commons area) runs thence with the southeastern margin of proposed Section III, the eastern margin of Section II-B, Section II-A and Section I Emerald Lake and the northern and western margins of the Emerald Lake (commons area) as follows: North 46 degrees 24 minutes 45 seconds West 96.35 feet, North 36 degrees 27 minutes 56 seconds West 40.39 feet, North 64 degrees 43 minutes 37 seconds West 89.79 feet, North 70 degrees 54 minutes 54 seconds West 71.38 feet, South 55 degrees 57 minutes 42 seconds West 63.88 feet, South 60 degrees 36 minutes 09 seconds West 155.09 feet, runs thence in a southwestern direction following a curve to the right having a radius of 50 feet a distance of 26.53 feet, North 88 degrees 59 minutes 55 seconds West 12.85 feet, runs thence in a southwestern direction following a curve to the left having a radius of 43.50 feet a distance of 80.59 feet, South 15 degrees 08 minutes 41 seconds East 22.25 feet, runs thence in a southwesterly direction following a curve to the right having a radius of 60.00 feet a distance of 44.10 feet, runs thence in a southwestern direction following a curve to the right having a radius of 246.67 feet a distance of 112.03 feet, South 52 degrees 59 minutes 14 seconds West 16.48 feet, runs thence in a westerly direction following a curve to the right having a radius of 100.00 feet a distance of 11.67 feet to a point in the southeast corner of Lot 212 Emerald Lake



Section II-A and continuing on for a total distance of 60.17 feet, South 87 degrees 27 minutes 32 seconds West 11.55 feet, runs thence in a westerly direction following a curve to the left having a radius of 248.91 feet a distance of 138.62 feet, runs thence in a southwesterly direction following a curve to the left having a radius of 67.00 feet a distance of 47.03 feet, runs thence in a southwesterly direction following a curve to the right having a radius of 50.00 feet a distance of 46.60 feet, South 68 degrees 44 minutes 00 seconds West 121.80 feet, South 78 degrees 21 minutes 21 seconds West 25.72 feet to a point in the east margin of Emerald Lake Drive, runs thence in a southeasterly direction following a curve to the left of the east margin of Emerald Lake Drive having a radius of 409.73 feet a distance of 25.00 feet, North 61 degrees 30 minutes 15 seconds East 26.69 feet, North 68 degrees 44 minutes 00 seconds East 111.83 feet, runs thence in a southeasterly direction following a curve to the right having a radius of 45.00 feet a distance of 45.55 feet, South 56 degrees 03 minutes 03 seconds East 26.02 feet, South 64 degrees 47 minutes 30 seconds East 18.79 feet, South 74 degrees 12 minutes 38 seconds East 102.28 feet, runs thence in a northeasterly direction following a curve to the left having a radius of 50.00 feet a distance of 35.69 feet, North 64 degrees 53 minutes 21 seconds East 16.34 feet, runs thence in a southeasterly direction following a curve to the right having a radius of 45.00 feet a distance of 33.61 feet, South 72 degrees 18 minutes 41 seconds East 99.29 feet, runs thence in a southeasterly direction following a curve to the right having a radius of 120.00 feet a distance of 109.93 feet, runs thence in a southeasterly direction following a curve to the right having a radius of 81.30 feet a distance of 64.31 feet, South 25 degrees 30 minutes 08 seconds West 92.52 feet, runs thence in a southwesterly direction following a curve to the left having a radius of 500.00 feet a distance of 100.10 feet, South 14 degrees 01 minute 56 seconds West 79.06 feet, runs thence in a southwesterly direction following a curve to the right having a radius of 300.00 feet a distance of 85.20 feet, South 30 degrees 18 minutes 16 seconds West 49.76 feet, runs thence in a southwesterly direction following a curve to the left having a radius of 150.00 feet a distance of 75.58 feet, South 01 degree 26 minutes 00 seconds West 209.35 feet, South 01 degree 25 minutes 41 seconds West 96.66 feet, runs thence in a southwesterly direction following a curve to the right having a radius of 30.00 feet a distance of 26.21 feet, South 51 degrees 13 minutes 18 seconds West 31.30 feet, runs thence in a southwesterly direction following a curve to the left having a radius of 50.00 feet a distance of 41.04 feet, South 04 degrees 11 minutes 18 seconds West 176.44 feet, South 04 degrees 19 minutes 17 seconds West 16.90 feet, runs thence in a southwesterly direction following a curve to the left having a radius of 70.00 feet a distance of 19.03 feet, South 11 degrees 15 minutes 18 seconds East 29.32 feet, runs thence in a southwesterly direction following a curve to the right having a radius of 280.00 feet a distance of 34.04 feet, South 04 degrees 17 minutes 03 seconds East 36.30 feet, South 05 degrees 49 minutes 14 seconds East 37.76 feet, South 08 degrees 48 minutes 07 seconds East 12.76 feet, South 20 degrees 18 minutes 10 seconds East 14.73 feet, South 52 degrees 21 minutes 43 seconds East 11.46 feet to a point in the northeast corner of Lot 127, Section I Emerald Lake and the south margin of Emerald Lake (common area), runs thence South 07 degrees 16 minutes 31 seconds West with the east margin of Lot 127 and the centerline of a 20 foot drainage easement and Homeowner's Association Tract (common area) a distance of 95.37 feet to a point in the north margin of East University Parkway 40 feet at right angles from the centerline of East University Parkway, runs thence in a northwesterly direction following a curve to the right of the north margin of East University Parkway having a radius of 960.00 feet a distance of 229.03 feet to a point, runs thence North 71 degrees 20 minutes 20 seconds West with the north margin of East University Parkway a distance of 168.40 feet to a point, runs thence North 73 degrees 44 minutes 05 seconds West with the north margin of East University Parkway a distance of 86.62 feet to the southwest corner of Lot 101, Section I Emerald Lake and the southeast corner of Lot 101, Section I Walnut Trace Subdivision and the point of beginning being Section I, II-A, II-B, proposed Section III Emerald Lake containing 32.58 acres, more or less.

DESCRIPTION OF 27.31 ACRE TRACT  
EXHIBIT "B"

BEGINNING AT A POINT in the north margin of East University Parkway said point being the southeast corner of Lot 127, Section I Emerald Lake a plat of which appears on record in Plat Book 7, Page \_\_\_\_\_ in the Register's Office of Madison County, Tennessee, said point also being in the centerline of a 20 foot drainage easement and Homeowner's Association Tract (common area), runs thence North 07 degrees 16 minutes 31 seconds East with the east margin of Lot 127 and said centerline of 20 foot drainage easement and Homeowner's Association Tract (common area) a distance of 95.37 feet to a point in the south margin of Emerald Lake Tract (common area) runs thence with the eastern margin of the Emerald Lake Tract (common area) as follows: North 85 degrees 36 minutes 36 seconds East 7.63 feet, runs thence in a northeasterly direction following a curve to the left having a radius of 25.00 feet a distance of 26.73 feet, North 24 degrees 21 minutes 05 seconds East 11.52 feet, runs thence in a northeasterly direction following a curve to the right having a radius of 470.22 feet a distance of 150.25 feet, runs thence in a northeasterly direction following a curve to the left having a radius of 85.00 feet a distance of 46.52 feet, North 11 degrees 18 minutes 05 seconds East 124.39 feet, North 15 degrees 31 minutes 56 seconds East 111.34 feet, North 20 degrees 07 minutes 40 seconds East 87.77 feet, North 22 degrees 41 minutes 26 seconds East 87.47 feet, North 25 degrees 48 minutes 25 seconds East 146.31 feet, runs thence in a northeasterly direction following a curve to the left having a radius of 150.00 feet a distance of 53.41 feet North 05 degrees 24 minutes 24 seconds East 23.90 feet, runs thence in a northeasterly direction following a curve to the right having a radius of 50.00 feet a distance of 14.67 feet, North 22 degrees 12 minutes 43 seconds East 55.21 feet, North 32 degrees 34 minutes 27 seconds East 62.58 feet, North 27 degrees 13 minutes 48 seconds East 54.32 feet, runs thence in a northeasterly direction following a curve to the right having a radius of 130.00 feet a distance of 123.53 feet, North 81 degrees 40 minutes 25 seconds East 50.52 feet, runs thence in a northeasterly direction following a curve to the left having a radius of 70.00 feet a distance of 115.07 feet, North 12 degrees 30 minutes 42 seconds West 40.58 feet, runs thence in a northerly direction following a curve to the right having a radius of 450.00 feet a distance of 97.13 feet, North 0 degrees 08 minutes 30 seconds West 82.56 feet, North 07 degrees 53 minutes 04 seconds East 49.23 feet, North 13 degrees 27 minutes 18 seconds East 95.02 feet, North 27 degrees 16 minutes 18 seconds West 82.56 feet to a point in the southwestern corner of a 2.8769 acre cemetery tract, runs thence North 56 degrees 26 minutes 22 seconds East with the southern margin of said cemetery tract a distance of 404.13 feet to a point, runs thence North 18 degrees 39 minutes 50 seconds East with the east margin of the cemetery tract a distance of 112.16 feet to a point, runs thence North 08 degrees 03 minutes 09 seconds East with the east margin of the cemetery tract a distance of 235.27 feet to a point, runs thence with the north margin of the cemetery tract as follows: North 88 degrees 06 minutes 13 seconds West 85.07 feet, South 75 degrees 21 minutes 11 seconds West 137.34 feet to a point in the east margin of Section III Emerald Lake as proposed, runs thence North 22 degrees 47 minutes 15 seconds East with the eastern margin of proposed Section III Emerald Lake a distance of 162.03 feet to a point in the western margin of proposed Cooper Anderson Road, runs thence with the western margin of Cooper Anderson Road as follows: in a southeasterly direction following a curve to the right having a radius of 608.54 feet a distance of 748.22 feet to a point, South 03 degrees 18 minutes 05 seconds West 588.59 feet, runs thence in a southwesterly direction following a curve to the right having a radius of 800.66 feet a distance of 468.13 feet to a point, South 36 degrees 48 minutes 04 seconds West 238.67 feet, runs thence in a southwesterly direction following a curve to the right having a radius of 1140.60 feet a distance of 544.03 feet to a point, North 80 degrees 31 minutes 38 seconds West 69.75 feet, South 84 degrees 06 minutes 06 seconds West 444.69 feet to the north margin of East University Parkway, runs thence in a northwesterly

direction following a curve to the right of the north margin of East University Parkway a distance of 100 feet more or less to the southeast corner of Lot 127, Section I Emerald Lake and the point of beginning containing 27.31 acres.

DECLARANT:

WOODS VENTURE, LLC  
a Tennessee Limited Liability Company

BY: *R. Joel McAlexander*  
R. Joel McAlexander, Chief Manager

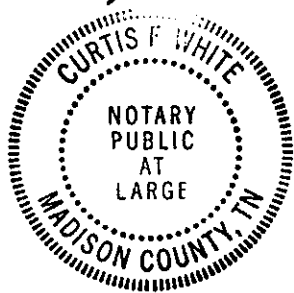
BY: *Lee W. Godfrey*, Secretary  
Lee W. Godfrey, Secretary

STATE OF TENNESSEE )  
COUNTY OF MADISON )

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared R. Joel McAlexander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Chief Manager of WOODS VENTURE, L.L.C., a Tennessee Limited Liability Company, and Lee W. Godfrey, with whom I am personally acquainted ( or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Secretary of WOODS VENTURE, L.L.C., a Tennessee Limited Liability Company, the within named bargainers, and they as such officers executed the foregoing instrument for the purpose therein contained, by signing the name of the company be himself as officer.

WITNESS MY HAND and official Seal on this the 20 day of Feb., 1998.

My Commission Expires: Jan. 22, 2001



*Curtis F. White*  
Notary Public

State of Tennessee, County of MADISON  
Received for record the 20 day of  
FEBRUARY 1998 at 1:40 PM. (REC# 3034)  
Recorded in Book T1115 pages 392- 419  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$112.00, Total \$ 112.00,  
Register of Deeds CURTIS WHITE  
Deputy Register LINDA WALDON