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subject to this Declaration:

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7. CLT No: 036P A 00103C000036P
8. CLT No: 036P A 00102C000036P
9. CLT No: 036P A 00101C000036P

**AMENDMENT, RESTATEMENT AND CONVERSION OF MASTER  
DEED AND BY-LAWS OF THE RIDGES ON THE 11TH TO**

**DECLARATION**

**OF**

**THE RIDGES ON THE 11TH  
CONDOMINIUM**

**LOCATED IN**

**CITY OF JOHNSON CITY, 11TH CIVIL DISTRICT OF WASHINGTON COUNTY,  
TENNESSEE**

**BY**

**ALL EXISTING UNIT OWNERS  
COLLECTIVELY AS DECLARANT**

**DECEMBER 4, 2014**

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**DECLARATION  
OF  
THE RIDGES ON THE 11TH CONDOMINIUM**

**RECITALS:**

The Ridges on the 11th, LLC (the “Original Developer”) submitted certain real property more particularly described in **Exhibit A** located in the City of Johnson City, 11th Civil District of Washington County, Tennessee (referred to hereinafter as the “Land”) and all improvements, easements, rights and appurtenances related thereto and the existing and future Units constructed thereto to a horizontal property regime (the “Original Regime”) pursuant to the provisions of the Tennessee Horizontal Property Act (Tenn. Code Ann. §66-27-101, et seq.) as evidenced by the Master Deed and By-Laws of the Original Developer recording in Warranty Deed Book Roll 427, Image 2093 in the Register’s Office of Washington County, Tennessee.

The Land contains nine (9) individual Units, which have been respectively conveyed by the Original Developer (or its assigns) in fee simple under the Original Regime to the following owners (referred to hereinafter as the “Existing Unit Owners” or collectively as the “Declarant”):

Unit 1. RICHARD AND DEBBIE CORPENING, as evidenced by the Warranty Deed recorded in Warranty Deed Book Roll 719, Image 527-529 in the Register’s Office of Washington County, Tennessee;

Unit 2. KEVIN R. RUSSELL, as evidenced by the Warranty Deed recorded in Warranty Deed Book Roll 592, Image 262-264 in the Register’s Office of Washington County, Tennessee;

Unit 3. JONATHAN NEIL GOLDFARB AND BIRGIT HOLMQUIST GOLDFARB, as evidenced by the Warranty Deed recorded in Warranty Deed Book Roll 839, Image 1853-1856 in the Register’s Office of Washington County, Tennessee;

Unit 4. BARBARA E. DEITEL AND ALAN J. DEITEL, as evidenced by the Warranty Deed recorded in Warranty Deed Book Roll 789, Image 2162-2163 in the Register’s Office of Washington County, Tennessee;

Unit 5. THOMAS J. WENNOGLE AND LORRAINE E. WENNOGLE, as evidenced by the Warranty Deed recorded in Warranty Deed Book Roll 739, Image 1842-1843 in the Register’s Office of Washington County, Tennessee;

Unit 6. CHARLES K. GREEN AND PATRICIA S. GREEN, as evidenced by the Warranty Deed recorded in Warranty Deed Book Roll 752, Image 535-537 in the Register’s Office of Washington County, Tennessee;

Unit 7. HARSHA VARDHANA AND ASHVINI VARDHANA, as evidenced by the Warranty Deed recorded in Warranty Deed Book Roll 840, Image 575-576 in the Register's Office of Washington County, Tennessee;

Unit 8. JEFF BLAKE, as evidenced by the Warranty Deed recorded in Warranty Deed Book Roll 703, Image 2197-2199 in the Register's Office of Washington County, Tennessee;

Unit 9. PADMA SURAPANENI AND SURI SURAPANENI, as evidenced by the Warranty Deed recorded in Warranty Deed Book Roll 812, Image 1998-2017 in the Register's Office of Washington County, Tennessee;

The Existing Unit Owners are the individual holders of their respective Units and joint tenant in common owners in fee simple of the Land. The original Master Deed for the Property established the Association (as hereinafter defined), which manage and administers the Property. The Association joins this Declaration to subject any interest it has in the Original Regime to this Declaration.

Pursuant to Tennessee Code Annotated § 66-27-202, the Declarant (with the Association) hereby expressly declares and confirms its desire and intent to submit the Land (as described in **Exhibit A**), together with the Units and all other improvements (whether now existing or hereafter constructed), easements, rights and appurtenances thereunto to the provisions of the Tennessee Condominium Act of 2008 (Tenn. Code Ann. §66-27-201 *et seq.*) (the "Act") and to the covenants, conditions and restrictions stated herein. Declarant desires and intends by filing this Declaration to establish the Property (as hereinafter defined) as a condominium, to submit the Property to the provisions of the Act, and to impose upon the Property mutually beneficially restrictions for the benefit of the Property and the owners thereof.

Declarant has hereby published and declared that all the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations and obligations stated herein all of which are declared and agreed to be in furtherance and planned for the creation of condominium units and related common elements, shall be deemed to run with the Property and shall be a burden and a benefit to the Declarant and its successors, grantees and assigns, any person acquiring or owning an interest in the Property and their grantees, successors, heirs, executors, administrators, devisees and assigns.

## **ARTICLE I** **SUBMISSION; DEFINED TERMS**

**Section 1.1. Submission of Real Estate.** The Declarant, joint owners in fee simple of the Land, with the Association, hereby submits the Property, together with all easements, rights, and appurtenances thereto and all Units and improvements now or hereafter erected thereon, to the provisions of the Act.

**Section 1.2. Defined Terms.**

(a) Each capitalized term not otherwise defined in this Declaration shall have the meanings specified or used in the Act.

(b) The following terms shall have the following meanings:

“Act” shall mean the Tennessee Condominium Act of 2008 and all amendments thereof. Any reference to the Act or any section thereof shall mean the Act as enforceable at such time.

“Association” means The Ridges on the 11th Property Owners’ Association, a Tennessee nonprofit corporation, and its successors and assigns. Each Unit Owner shall be a member of the Association.

“Board of Directors” means the board of directors of the Association, and “Director” means a member of the Board of Directors.

“Bylaws” shall mean the bylaws for the administration of the Condominium and the Association, attached hereto as **Exhibit D** and made a part hereof, as amended from time to time.

“Charter” shall mean the corporate charter of the Association attached hereto as **Exhibit E** and made a part hereof as amended from time to time.

“Common Elements” means all portions of the Condominium other than the Units, including the Limited Common Elements, and, without limitation, the following:

(a) all driveways, parking areas, trash container enclosures, storm drainage systems, and all other community facilities;

(b) all yards and landscaping of all or any portion of the Property, except such flowerbeds and landscaping adjacent to a particular Unit, which shall be identified as “Limited Common Elements”; and

(c) all other parts of the Property and all apparatus and installations existing on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

“Common Expenses” includes all actual or anticipated expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves. Without limiting the generality of the foregoing, “Common Expenses” includes:

(a) Expenses of administration; expenses of maintenance, operation, repair, or replacement of the Common Elements; rental, special assessments, insurance premiums, and the cost of maintenance, operation, repair, replacement, alteration, or improvement of all Common Elements and facilities located upon the Property.

(b) Expenses declared Common Expenses by the provisions of the Declaration or Bylaws.

(c) Any valid charge against the Condominium as a whole.

“Condominium” means all of the property constituting the condominium regime as described herein and the meaning provided in the Act.

“Declarant” shall mean the Existing Unit Owners and their successors and assigns.

“Declaration” shall mean this document and all amendments to this document.

“Director” or “Directors” shall mean a member or members of the Board of Directors.

“Exhibits” means all exhibits attached to this Declaration and shall include:

- Exhibit A: Description of Land;
- Exhibit B: Condominium Plat;
- Exhibit C: Condominium Plans;
- Exhibit D: Bylaws of Owners Association;
- Exhibit E: Charter of Owners Association;
- Exhibit F: Table of Interests.

“Existing Unit Owner” shall mean a person and/or entity who currently owns a Unit at the time of execution of this Amended and Restated Declaration, but excluding those having such interest merely as security for the performance of an obligation

“Land” shall mean the real property described in **Exhibit A**.

“Limited Common Element” means a portion of the Common Elements allocated by this Declaration or by operation of Sections 66-27-302(2) or (4) of the Act for the exclusive use of less than all of the Units.

“Mortgage” shall mean a deed of trust as well as a mortgage.

“Mortgagee” shall mean a beneficiary under or holder of a deed of trust, as well as a holder of a Mortgage.

“Plans” shall mean the drawings showing the boundaries of the Units and Limited Common Elements related to such Units attached hereto as **Exhibit C**.

“Plat” shall mean the condominium plat attached hereto as **Exhibit B** and all amendments thereof.

“Property” shall mean the entire interest of the Declarant in the Land, the Units, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for common use in connection therewith whether now existing or hereafter acquired or constructed.

“Register’s Office” shall mean the Washington County Register of Deeds.

“Unit” means a physical portion of the Condominium designed for separate ownership or occupancy, the boundaries of which are described herein now or hereafter constructed on the Land.

“Unit Owner” or “Owner” means a person and/or entity who owns a Unit but excluding those having such interest merely as security for the performance of an obligation.

## **ARTICLE II** **NAMES; DESCRIPTION OF REAL ESTATE; PLAT AND PLANS**

### **Section 2.1. Names.**

(a) Condominium. The name of the Condominium is “The Ridges on the 11th.”

(b) Association. The name of the Association is The Ridges on the 11th Property Owners Association, Inc.

**Section 2.2. Real Estate.** The Condominium is located in Johnson City, 11th Civil District of Washington County, Tennessee. The land comprising part of the Condominium is described in Exhibit A. The Condominium includes nine (9) separate Units.

**Section 2.3. Plat and Plans.** The Plat attached hereto as Exhibit B and the Plans attached hereto as Exhibit C are made a part of this Declaration for the purpose of describing the Condominium and the Units.

**Section 2.4. Other Improvements.** The Condominium includes nonexclusive parking areas, landscaping, roadways, driveways, and other facilities to be built and as built by the Declarant in accordance with the Plat, all of which are and will be considered Common Elements, except those Limited Common Elements reserved to the use of a particular Unit.

**Section 2.5. Share of Common Elements and Expenses.** Each Unit Owner shall own a share of the Common Elements as provided in the Act and in any surplus possessed by the Association, and be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share in the Common Elements which is appurtenant to his Unit as shown in Exhibit F.

## **ARTICLE III** **THE ASSOCIATION**

**Section 3.1. Authority.** The business affairs of the Condominium shall be managed by the Association. The Association shall be governed in accordance with its Charter and Bylaws, as amended from time to time.

### **Section 3.2. Powers.**



(a) The Association shall have all of the powers, authority, and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

(b) The Association may assign its future income, including its rights to receive Common Expense assessments, to finance Common Expenses.

**Section 3.3. Membership.** Each Unit Owner shall be a member of the Association.

**Section 3.4. Voting.** Each Unit shall receive one (1) vote in the Association. There shall be only one voting member for each Unit. If a Unit is owned by more than one person, the Unit Owners thereof shall designate in writing to the secretary of the Association one of their number as the voting member. If a person other than an individual owns a Unit, an authorized representative thereof shall be designated as the voting member for such Unit. The vote of a voting member shall not be devisable.

**Section 3.5. Board of Directors.** The members of the Board of Directors of the Association shall be elected as provided in the Bylaws and in accordance with the terms of Section 66-27-403 of the Act, as amended from time to time.

**Section 3.6. Books and Records, Roster of Unit Owners.** The Association shall maintain current copies of this Declaration, the organizational documents of the Association and rules and regulations affecting the Property and all other material, books and records (including financial statements) relating to the Property available for inspection by Unit Owners or their Mortgagees. The Association shall maintain a roster of Unit Owners, as amended from time to time based on evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of Unit Owners. Unit Owners shall furnish a mailing address to the Association upon the request of the Association.

**Section 3.7. Financial Statements.** The Association must make available upon request to any Mortgagee or Unit Owner financial statements for the preceding fiscal year and relating to the operations of the Association.

**Section 3.8. Limitation Upon Liability of Association.** Notwithstanding any duty of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, or caused by the negligence of other owners or persons, nor for injury or damage caused by the elements or other Owners or persons.

**Section 3.9. Restraint Upon Assignment of Shares in Assets.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to a Unit.

**Section 3.10. Rules and Regulations.** The Association shall have the power to create and enforce all rules and regulations as the Board of Directors of the Association may adopt from time to time to enforce the terms of this Declaration and to implement the intent and

purposes described herein and to operate the Condominium. In addition thereto, the Association will enact rules and regulations for the overarching purposes of (1) maintaining a safe environment for the Unit Owners and all visitors who enter the Property; and (2) protecting the value of the Units located in the Condominium.

#### **ARTICLE IV** **UNITS**

**Section 4.1. Identification of Units.** The Condominium shall on the date hereof contain nine (9) Units. The identifying number of each Unit is shown on the Plat and more particularly described in **Exhibit C** and also includes the following property addresses:

- Unit 1: 114 Fairway View Point, Jonesborough, Tennessee 37659
- Unit 2: 112 Fairway View Point, Jonesborough, Tennessee 37659
- Unit 3: 82 Fairway View Point, Jonesborough, Tennessee 37659
- Unit 4: 72 Fairway View Point, Jonesborough, Tennessee 37659
- Unit 5: 54 Fairway View Point, Jonesborough, Tennessee 37659
- Unit 6: 42 Fairway View Point, Jonesborough, Tennessee 37659
- Unit 7: 20 Fairway View Point, Jonesborough, Tennessee 37659
- Unit 8: 16 Fairway View Point, Jonesborough, Tennessee 37659
- Unit 9: 6 Fairway View Point, Jonesborough, Tennessee 37659

**Section 4.2. Unit Boundaries.** The boundaries of each Unit are located as shown on the Plat and Plans and are more particularly described as follows:

(a) **Upper and Lower Boundaries.** The upper boundary of the Units shall be the roof of each respective Unit, to include the roof joists, framing shingles, and all fixtures thereto. The lower boundary of the Units shall be the horizontal plane coinciding with the lower floor of the Unit, to also include, where applicable, the basement, crawl space, or concrete slab.

(b) **Vertical Boundaries.** The exterior vertical walls comprising all exterior sides of the respective Unit.

(c) A Unit shall include doors, windows, window screens, light fixtures, and the heating and cooling apparatus serving only that Unit. Any portion of a utility system serving only that Unit (e.g., pipes and conduits) which is partially within and partially without the Unit is part of the Unit.

**Section 4.3. Subdivision and Alterations of Units.** Notwithstanding Section 66-27-313 of the Act, no Unit Owner may subdivide any Unit unless permitted in writing by the Association. Each Unit Owner may make improvements or alterations to his Unit, but each such improvement or alteration shall comply with the rules and regulations established by the Association.

**Section 4.4. Relocation of Boundaries Between Adjoining Units.** Subject to the approval of the Board of Directors, if any Units in the Condominium now or hereafter adjoin, the boundaries between adjoining Units may be relocated by an amendment to the Declaration

as provided in Section 66-27-312 of the Act if the Owners of those Units and their respective Mortgagees submit to the Board of Directors such application as shall reasonably be required. If approved, the Association shall prepare, execute, and record an amendment to the Declaration at the expense of the Owners of the affected Units.

**Section 4.5. Requirements for Approval.** Where appraisal is required, approval of any application submitted for the alteration, relocation or subdivision of a Unit as provided herein may be conditioned upon additional requirements related to preservation of the structural integrity, aesthetics, operating efficiency, and protection of the Condominium as reasonably determined by the Association including, without limitation, minimum Unit size requirements, acceptable architectural and engineering plans, maintenance of liability and workman's compensation insurance during construction, performance and payment bonds, or otherwise, the expense of which shall be borne by the affected Owners of the affected Units.

**Section 4.6. Appurtenances to Units.** Pursuant to the terms of the Act, each Unit Owner shall own a share of and certain interests in the Condominium that are appurtenant to his Unit, including but not limited to the following items:

(a) Common Elements. Subject to the terms of this Declaration, the Common Elements are hereby declared to be subject to a perpetual, nonexclusive easement in favor of all Unit Owners and assigns, for their use and the use of their invitees, guests and lessees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended and such easement shall be appurtenant to and shall pass with the title to each Unit.

(b) Limited Common Elements. Ownership of the Unit and the Limited Common Elements may not be divided, and any transfer of the Unit shall include a transfer of the Limited Common Elements appurtenant thereto.

## **ARTICLE V** **LIMITED COMMON ELEMENTS**

### **Section 5.1. Limited Common Elements.**

(a) A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plat and Plans, or by the Act, for the exclusive use of one or more but fewer than all of the Units.

(b) The following portions of the Condominium, in addition to the portions described in Sections 66-27-302(2) and 66-27-302(4) of the Act, are designated as Limited Common Elements:

- (i) all electrical apparatus installed in or about a Unit beginning at the meter and extending to the terminus of the system within the Unit;
- (ii) all utility connections (including but not limited to submetering equipment) serving the Unit exclusively;

- (iii) all heating, air conditioning and mechanical equipment serving an individual unit;
- (iv) all water and sewage service lines from the junction of the slab out into the interior area of the Unit;
- (v) any utility meter serving a particular Unit shall be a Limited Common Element of that Unit;
- (vi) all porches, patios, parking spaces, and existing or future flowerbeds adjacent to or declared appurtenant to a particular Unit;
- (vii) any improvements added to a Unit, such as light fixtures, steps, and similar improvements; and
- (viii) Limited Common Elements for the Units, existing on the date hereof, are set forth in **Exhibit C**, and are further described as follows:
  - Unit 1: swimming pool and patio
  - Unit 2: patio
  - Unit 3: patio;
  - Unit 4: patio;
  - Unit 5: patio;
  - Unit 6: patio and flowerbed;
  - Unit 7: patio and flowerbed; and
  - Unit 9: patio.

**ARTICLE VI**  
**MAINTENANCE, REPAIR, AND REPLACEMENT**

**Section 6.1. Limited Common Elements.** The owner of a Unit to which any Limited Common Elements are allocated shall maintain, repair, and replace those Limited Common Elements. If the Owner of such Unit shall fail to promptly maintain, repair, or replace any such Limited Common Element, the Association may perform such work, and the cost thereof shall be assessed to the Unit associated with such Limited Common Element.

**Section 6.2. Common Elements.**

(a) The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements and all portions of the Property not required to be maintained and/or repaired and/or replaced by individual Unit Owners. Notwithstanding each Unit Owner's duty of maintenance, repair, replacement, and other responsibilities to his Unit, the Association, through its Board of Directors, may enter into an agreement with such persons as it may determine from time to time to provide certain services and/or maintenance for and/or on behalf of the Association or Unit Owners whereby maintenance and services are provided on a regularly scheduled basis as the Board of Directors deems advisable and for such periods of time and on such basis as it determines. Further, the Board of Directors may lease equipment (such as cable television service) and grant easements for the location and/or installation of the

same if it determines it to be advisable. Said agreements shall be on behalf of each of the Unit Owners, and the monthly assessment due from each Unit Owner for Common Expenses shall be increased by such sum as the Board of Directors deems fair and equitable under the circumstances in relation to the monthly charge for said equipment, maintenance, or services. Each Unit Owner shall be deemed a party to such agreement with the same force and effect as though said Unit Owner had executed said agreement. It is understood and agreed that the Association through its Board of Directors shall execute said agreements as the agent for each Unit Owner. The aforesaid assessment shall be deemed to be an assessment under the provisions of this Declaration.

(b) The Association shall maintain, manage, and landscape the Common Elements. A fee set by the Association shall be paid by each owner for this purpose.

(c) All conduits, ducts, plumbing, wiring, water and sewage service lines, mechanical and other facilities for the furnishing of utility services serving the Property extending from the source to the junction where the facilities become Limited Common Elements serving a Unit.

(d) All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

**Section 6.3. Unit Owner Obligations.** The Unit Owner shall have the following responsibilities related to his or her Unit:

(a) To maintain in good condition and repair his Unit and Limited Common Elements allocated to his Unit (and the Unit Owner shall bear the expense of such maintenance and repair)

(b) Not to install any improvements (including but not limited to any outdoor television dish, antenna, aerial, or similar equipment) to or exposed to the exterior of the Unit, without the express written consent of the Association in its sole discretion.

(c) To promptly report to the Association any defects or needs for repairs which are the responsibility of the Association.

(d) Not to post or show signs, advertisements, or notices of any type on the Common Elements, except as consented to by the Board of Directors and permitted by the Rules and Regulations.

(e) The Association shall determine the exterior color scheme and construction material for the exterior of all Units and Limited Common Elements, as well as the color scheme and construction materials for the interior and exterior of Common Elements. If the Unit Owner wants to perform repair or maintenance work on his respective Unit and/or Limited Common Elements, such work may be performed by the Unit Owner without first obtaining the approval of the Association as long as it conforms with the previously approved color scheme and construction materials. A Unit Owner must seek prior written approval from the Association for any changes to the color scheme, construction materials, or any other proposed modification

to the Unit or Limited Common Element. This approval supersedes approval by the Architecture Committee of the Ridges Homeowners Association.

**Section 6.4. Failure to Maintain, Replace, or Repair.** If the Association deems that a Unit has fallen into ill repair and/or is not in conformance with the Declaration, Bylaws, or other Rules and Regulations as may be established from time to time, the Association is authorized to take action as follows:

(a) Notice to Unit Owner. The President, or other delegated member of the Board of Directors, shall send a registered letter to the Unit Owner detailing the nonconformance and demanding that immediate action be taken to correct the issue. The Unit Owner will have fifteen (15) days' from receipt of the letter to present a corrective action plan to the Board of Directors, which plan must be implemented within thirty (30) days from receipt of the letter and completed no later than sixty (60) days after receipt of the letter. If the Unit Owner requires additional time to complete said maintenance or repairs, the Unit Owner must provide a detailed explanation and request in writing to the President, or other delegated member of the Board of Directors, who will determine if the additional time is to be granted.

(b) Association's Authority. If the Unit Owner fails to respond to the letter as referenced in Section 6.4(a) or otherwise refuses to correct the nonconformance, the Association shall have the authority to cause the maintenance, repair, and/or replacement work to be performed on the Unit, without the Unit Owner's approval. The Association shall invoice the Unit Owner for any expenses and costs incurred in performing such work. The Unit Owner will have thirty (30) days after receipt of the invoice to make payment to the Association. Should the Unit Owner fail to make the payment, the Association has the authority to place a lien on the Unit and/or pursue collection efforts against the Unit Owner for this Special Expense, as further set forth in Article XIII.

**Section 6.5. Expense Allocation.** Any expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit to which the Limited Common Element is assigned, and if the Limited Common Element is assigned to multiple Units, that expense shall be assessed equally against the Units to which the Limited Common Element is assigned.

## **ARTICLE VII** **ALLOCATED INTERESTS**

The undivided interest in the Common Elements and the Common Expense liability allocated to each Unit are set forth in **Exhibit F.**

## **ARTICLE VIII** **RESTRICTIONS ON USE, ALIENATION, AND OCCUPANCY**

**Section 8.1. Use and Occupancy Restrictions.** The following use restrictions apply to all Units and to the Common Elements:

(a) Rules and Regulations: In addition to the restrictions set forth in this Declaration, the use of Units, the Common Elements, and the Limited Common Elements shall be subject to such rules and regulations as may be adopted by the Association from time to time. Without in any manner intending to limit the generality of the foregoing, the Board of Directors shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Common Elements to Owners and their respective families, guests, invitees, and servants, as well as to provide for the exclusive use by an Owner and his guests, for specific occasions, of any recreations or similar facilities. Such use may be conditioned upon, among other things, the payment of the Owner of such assessment as may be established by the Board of Directors for the purpose of defraying costs thereof.

(b) Residential Use: No part of the Units or the Common Elements may be used for purposes other than housing and the related common purposes for which the Condominium was designed and as allowed by applicable zoning laws. Each Unit shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of applicable zoning laws) as an ancillary or secondary facility to an office established elsewhere.

(c) Structures: All buildings or structures erected on the Property shall be of new construction, and no buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures, other than those shown on the Plat or Plans shall be built on the Property. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be built or used on any portion of the Property at any time as a residence.

(d) Improper Activities: No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done that may be or become an annoyance or a nuisance to the Unit Owners. A Unit Owner shall not do or permit anything to be done, or keep or permit to be kept anything, in his Unit or on the Common Elements that will increase the rate of insurance on the Condominium. It is strictly prohibited to store or park a house trailer, camper, pleasure or fishing boat, motor, trailer, junk or inoperable automobiles on or about any of said Units unless they are stored or parked inside a completely enclosed garage belonging to said Unit. The repairing of automobiles other than on an emergency basis shall be prohibited.

(e) Signs: No signs, billboards, unsightly objects, or other advertising devices shall be displayed that are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Board of Directors.

(f) Antennae: No exterior radio, television, microwave, or other antennae or antennae dish or signal capture or distribution device shall be permitted outside any Unit except as expressly permitted by applicable law or as approved by the Association. The Association may establish one or more exterior audio, television, microwave, or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium.

(g) Nuisances: No nuisance shall be allowed upon the Property, nor any use or practice that is the source of annoyance to the Unit Owners or that interferes with the peaceful possession and proper use of the Property by Unit Owners, their agents, servants, employees, invitees, and other guests.

(h) Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept in or around a Unit, except that dogs, cats, or other household pets, as domestic pets, may be kept provided they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Association, disturb the Owner of any Unit or any resident thereof.

(i) Insurance: No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Association in accordance with the provisions of this Declaration, the Bylaws, or applicable law, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist which might result in termination of such policies.

(j) Lawful Use: No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereover shall be observed. The responsibility of meeting the requirements of governmental bodies relative to the maintenance, modification, or repair of the Property shall be the same as the responsibility for the maintenance and repair of Units and Common Elements as between Unit Owners and the Association. An Owner shall do no act nor any work that will impair the structural soundness or integrity of any Unit or the Property or impair any easement or hereditament.

(k) Waste: No Unit Owner or occupant shall discharge or permit to be discharged anything into any waste lines, utility lines, vents, or flues that might reasonably be anticipated to cause damage thereto, spread odors, or otherwise be offensive.

(l) Equipment Control: All equipment incident to a Unit shall be so designed, installed, maintained, and used by the Owner and/or occupant of such Unit, at the expense of such Owner, so as to minimize, insofar as possible, the transmission of noise, vibration, odors, or other objectionable transmission or effects from such Unit to any other area of the Property.

(m) Leasing: Any Unit Owner may lease its Unit to third parties subject to this Declaration and its Exhibits, the Act and Rules and Regulations properly promulgated. Such lessee may be removed from the Property and/or refused further entrance by the Board of Directors of the Association or its designee for noncompliance, and the Unit Owner of that Unit shall be liable for all damages caused by his lessee and for all costs of removal, which shall be a lien upon his Unit, the same as the lien for unpaid Common Expenses.

(n) Unit Fixtures: Subject to obtaining prior written approval from a majority vote of the Board of Directors, no Unit Owner shall cause anything to be affixed or attached to, or hung, displayed, or placed on, the interior or exterior portion of the roof of a Unit, any patio or outdoor living area connected to a Unit, the exterior walls, doors, or windows of the Units or upon the Common Elements including Limited Common Elements; nor shall any Unit Owner



cause awnings or storm shutter, screens, enclosures, or the like to be affixed or attached to any Unit or General Common Element; nor shall any Unit Owner place any furniture or equipment outside a Unit or change the exterior paint color(s) of any Unit or General Common Element.

(o) **Violations**: The Board of Directors may, if it determines appropriate, suspend use of the Common Elements for a period of up to thirty (30) days for any violation of the provisions hereof and/or said Rules and Regulations. Such remedy is not exclusive.

(p) **Trash**: All trash shall be regularly removed from the Units and not allowed to accumulate thereon. All trash shall be bagged, tied, and placed in dumpsters or other containers approved by the Association. No one shall place items of trash or debris outside or adjacent to the dumpsters or other approved containers. All equipment, garbage cans, service yards, wood piles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of other Units and streets.

(q) **Severability**: Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

(r) **Conflict**: This Article is subordinate to those existing covenants of record in Roll 89, Image 2825, recorded on behalf of The Ridges Residential Subdivision. Should a conflict exist between these Restrictive Covenants and those previously recorded on behalf of The Ridges Residential Subdivision, those restrictions previously recorded on behalf of The Ridges Residential Subdivision shall prevail.

**Section 8.2. Restrictions on Rental Units**. A Unit may not be leased or rented for a term of less than 60 days. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Board of Directors.

## **ARTICLE IX** **EASEMENTS AND LICENSES**

**Section 9.1. Recording Data**. All easements and licenses to which the Condominium is presently subject are shown on the Plat. In addition, the Condominium may be subject to other easements or licenses granted by the Association pursuant to this Declaration.

**Section 9.2. Easement of Enjoyment**. Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements (but such right shall not extend to the Limited Common Elements without the written consent of the Unit Owners possessing rights in the Limited Common Elements) subject to (a) the right of the Association to limit reasonably the number of guests of Owners; and (b) such reasonable rules, regulations, and restrictions as may be imposed by the Association.

**Section 9.3. Easements for Utilities**. In addition to other powers of the Association granted by the Act or this Declaration, the Board of Directors of the Association shall have the right and power to grant easements upon, across, over, and under all or any portion of the

Common Elements for ingress, egress, installation, replacing, repairing, or maintaining all utilities, including, but not limited to, water, gas, electricity, telephone, sewer, and/or television.

**Section 9.4. Easement for Emergency Access.** There shall exist in favor of any manager employed in connection with the operation of the Condominium and in favor of all policemen, firemen, ambulance personnel, and all similar emergency personnel an easement to enter upon the Property or any portion thereof in case of an emergency in the proper performance of their respective duties.

**Section 9.5. Easements for Other Purposes.** Postal employees and other bona fide delivery personnel shall have an easement across the Common Elements for access to the Units in the performance of their duties.

**Section 9.6. Easements For Ingress and Egress Through Common Elements.** Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations, and restrictions as may be imposed by the Association.

**Section 9.7. Repair and Utility Easements.** Easements are reserved in the Condominium as may be required for electrical lines and conduits, water lines, drain pipes, other utility lines, and other appurtenances to utility or service systems in order to adequately serve each of the Units. These easements are restricted to the installation, maintenance, and repair of such utility and service systems.

## **ARTICLE X** **RIGHTS OF MORTGAGEES**

**Section 10.1. Interpretation.** This Article is for the protection of Mortgagees. In the event of a conflict between any provision of this Article and any other provision of this Declaration, the provision of this Article shall control.

**Section 10.2. Lien Priority.** Any lien for unpaid assessments shall be junior to any Mortgage recorded prior to the date on which the lien arose for any such assessment.

**Section 10.3. Liability for Assessments.** No Mortgagee shall become personally liable for, or obligated for, any assessment made prior to the time when the Mortgagee became the Owner of the Unit to which the assessment pertains, unless the Mortgagee shall have assumed such liability in writing; nevertheless, the Association may enforce the lien of the unpaid assessment against the encumbered Unit (but the priority of such lien as against any Mortgage shall be determined in accordance with the terms herein).

**Section 10.4. Notice of Assessment Defaults.** In the event that any assessment of an Owner becomes delinquent for as much as sixty (60) days, the Board of Directors shall give written notice of such delinquency to the Mortgagee under any recorded Mortgage on said Unit, provided that said Mortgagee has given the Association written notice of the Mortgage.

**Section 10.5. Notice of Other Defaults.** Any Mortgagee under a recorded Mortgage on a part or all of the Property shall be entitled to written notification from the Board of

Directors in the event of any default in the performance of obligations imposed by this Declaration on the Owner of a Unit or Units covered by said Mortgage, provided said default is not cured within sixty (60) days and provided that said Mortgagee has given the Association written notice of the Mortgage.

**Section 10.6. Pre-Foreclosure Assessments.** Any Mortgagee that comes into possession of a Unit or Units pursuant to foreclosure of the Mortgage or to a deed in lieu of foreclosure or an assignment in lieu of foreclosure, shall take the property free of any personal liability for unpaid assessments or charges against the mortgaged Unit that accrued after the recording of the Mortgage and before the foreclosure or deed in lieu or assignment in lieu of foreclosure; nevertheless, any junior lien of the Association for such assessments shall be paid to the extent of excess proceeds of foreclosure.

**Section 10.7. Taxes.** All taxes, governmental assessments, and governmental charges that may become liens prior to the recording of any Mortgage shall relate only to the individual Unit, and not the Property as a whole.

**Section 10.8. Preservation of Rights.** The failure to give any notice provided herein shall not prejudice any right of the Association or the Board of Directors.

## **ARTICLE XI** **DESIGN DEVELOPMENT GUIDELINES**

The Association shall have the power to establish rules, regulations, and design guidelines, which will provide the framework for proper design within the Condominium and set standards for all development and construction within the Condominium. The goal of such rules, regulations, and design guidelines shall be to ensure development of a consistently high quality, thereby protecting and enhancing the investment of all Unit Owners.

## **ARTICLE XII** **INSURANCE**

**Section 12.1. Association Insurance Requirements.** The Association shall maintain the insurance policies that the Act requires the Association to maintain. The terms of the Act regarding insurance shall govern the Condominium except as explicitly stated herein. The Association shall obtain maintain, and pay the premium upon, as a Common Expense, a policy of (a) comprehensive general liability insurance and (b) property casualty insurance (where applicable) covering all Common Elements. The name of the insured under such policy(ies) must be set forth therein substantially as follows: "Association of Owners of the Ridges on the 11th for Use and Benefit of the individual Owners."

**Section 12.2. Unit Owner Insurance Requirements.** Each Unit Owner shall maintain insurance (a) at 100% replacement cost for loss on his or her Unit and all Limited Common Elements allocated to a Unit and (b) comprehensive general liability insurance for the Unit. The Unit Owner will pay the premiums thereon. Each Unit Owner shall obtain additional insurance at his own expense; provided, however, no Unit Owner shall be entitled to exercise his right to maintain insurance coverage which would effectively decrease the amount which the

Association, on behalf of all Unit Owners and their Mortgagees, may realize under any insurance policy which the Board may have in force on the Property at any particular time. Any policy covering a portion of the Property, other than personal property belonging to the Unit Owner, shall file a copy of such policy with the Board within thirty (30) days after the purchase of such insurance.

**Section 12.3. Repair of Damaged Unit.** Because a Unit consists of space that may or may not contain any structure or other improvement, the Unit Owner shall repair or reconstruct a Unit and its improvements after casualty. The Unit Owner shall repair or reconstruct the damaged Unit within 120 days after the casualty. Until such time as repair or reconstruction occurs, the Unit Owner shall remove all rubble and debris and restore the area to its natural condition, maintaining the same in a sightly and attractive condition. Notwithstanding that any residence or other structure within a Unit may not have been reconstructed following casualty, the Unit Owner shall remain obligated to pay the Unit's allocated share of Common Expenses, and the allocated interest in Common Elements and voting rights appertaining to the Unit shall subsist.

**Section 12.4. Insurance Trustees.** Notwithstanding any of the foregoing provisions and requirements relating to property and liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom such Association may enter into an insurance trust agreement or any successor to such trustee who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as necessary to accomplish this purpose.

### **ARTICLE XIII** **ASSESSMENTS**

The making and collection of assessments against Unit Owners for Common Expenses shall be done subject to the following provisions:

**Section 13.1. Share of Common Expenses.** Each Unit Owner shall be liable for a share of the Common Expenses as allocated in this Declaration. **Exhibit F** contains the allocated share for each Unit.

**Section 13.2. Payment of Special Expenses.** Each Unit Owner shall be liable for assessments imposed by the Association for expenses attributable solely to a specific Unit or solely benefited by a specific Unit, including, but not limited to, damages and liabilities incurred by other Unit Owners or the Association that result from the negligence or misconduct of a specific Unit Owner.

**Section 13.3. Collection of Assessments.** The Association shall determine the amount, times, and methods for payment of common and special expense assessments and shall take prompt action to collect any assessment from any Owner who is in default in the payment of his assessment. A Unit Owner shall be declared to be in default if an assessment remains unpaid for ten (10) days after the due date for payment thereof.

**Section 13.4. Interest; Application of Payments.** Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum rate allowed by applicable law, from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment first due.

**Section 13.5. Lien for Assessments.** There shall be a lien against a Unit for default in the payment of assessments, either common or special assessments, which shall also secure reasonable attorneys' fees and other costs incurred by the Association incident to the collection of such assessment or enforcement of such lien. No such lien shall be prior to the lien of any mortgage or deed of trust on any one or more Units. All owners expressly waive any right to homestead or other statutory exemption they may have with respect to such lien, and expressly waive any right of redemption should such lien be foreclosed.

**Section 13.6. Enforcement; Remedies.** In the event of default by any Owner in paying any assessment, or installment thereof, owed by him, the Board of Directors may, in its sole discretion, accelerate the Owner's monthly installments and declare the entire remaining balance of the annual assessment immediately due and payable. The Board of Directors may maintain a suit to recover a money judgment for unpaid assessments or may maintain an action to foreclose the lien on a lot. A lien for assessments may be enforced by sale of the Unit by the Association or its attorney or other person authorized to make the sale, after failure of the Owner to pay such assessment, in accordance with its terms, such sale to be conducted in accordance with the provisions of the Act and Tennessee law applicable to the exercise of powers of sale in mortgages and deeds of trust. Such lien also may be enforced in any other manner permitted by law. The duly elected President of the Association at the time of any foreclosure shall be empowered to transfer a Unit sold to the highest qualified bidder.

In the event of any default, the Owner shall be obligated to pay and shall be liable for all unpaid assessments and interest, together with all expenses, including reasonable attorney's fees and expenses, incurred by the Board of Directors in any proceeding brought to collect such unpaid assessments whether or not suit has been filed. The Association, acting on behalf of the Unit Owners, shall have the power to bid for the Unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid Common Expenses, rent, costs, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 13.7. Other Assessments.** In the event that an Owner violates any of the rules and regulations established pursuant to this Declaration or Bylaws, the Board of Directors may, in its discretion, and regardless of any other remedies available to the Board of Directors, levy an additional assessment against such Owner committing a violation, provided, however, that in no event shall such additional assessment exceed over \$50.00 for each violation.

**Section 13.8. Notice to Mortgagee.** The Mortgagee of any Unit shall be notified of any default of the Owner of such Unit with respect to nonpayment of such Owner's assessment or any other charge which might constitute a lien against the Unit which default remains unpaid for sixty (60) days, provided that the Mortgage has been duly recorded and the Mortgagee has given the Association written notice of the Mortgage.

**Section 13.9. Assessments and Sale or Other Transfers of Units.** No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer, or other conveyance by him. Such Owner, however, will remain personally liable for any unpaid assessment made prior to the sale, transfer or other conveyance by him. A purchaser or other transferee of a lot shall be personally liable for the payment of a common expense assessed against his Unit prior to the acquisition by him of such Unit.

Transfer of a Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which may become payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchase or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of any common expense charges thereafter coming due.

**Section 13.10. Statement of Unpaid Assessments.** The Association shall promptly provide any Owner requesting a written statement of all unpaid assessments due from such Owner. In no event shall any unpaid assessment be demanded and collected which exceeds the amount in the statement claimed to be due and payable. The Association may in its discretion charge a reasonable fee for providing such statement to an Owner.

#### **ARTICLE XIV** **AMENDMENTS**

Except as elsewhere provided otherwise herein or in the Act, this Declaration may be amended in the following manner:

(a) This Declaration may be amended as specifically provided herein in accordance with the terms of Section 66-27-317 of the Act. The Declaration may be amended only by vote or agreement of Unit Owners to which at least sixty-seven (67) percent of the votes in the Association are allocated.

(b) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall change any Unit or its share of the Common Elements appurtenant to it (other than a reduction of the Common Elements as permitted by this Declaration), or increase a Unit Owner's share of the Common Elements, unless the record Owner of the Unit and all Mortgagees or record owners of liens thereon shall join in the execution of the amendment.

#### **ARTICLE XV** **TERMINATION**

The Condominium may be terminated only pursuant to the terms described in Section 66-27-318 of the Act. The Condominium may be terminated only by vote or agreement of Unit Owners to which at least eighty (80%) of the votes in the Association are allocated and eighty percent (80%) of those lenders having first mortgage liens on any Unit or Units to which eighty percent (80%) of the votes in the Association are allocated.

**ARTICLE XVI**  
**MISCELLANEOUS PROVISIONS**

**Section 16.1. Enforcement.** The Association or any Unit Owner shall have the right to enforce, by way of injunctive relief or otherwise, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 16.2. Severability.** Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

**Section 16.3. Compliance and Default.** Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Charter, the Bylaws, and the Rules and Regulations, as they may be amended from time to time. Default by a Unit Owner shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Act or other law:

(a) **Negligence of a Unit Owner:** A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of his guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premium or reimbursed insurance premium deductible occasioned by such use, misuse, occupancy, or abandonment.

(b) **Costs and Attorneys' Fees:** In any proceeding arising out of an alleged failure of a Unit Owner to comply with the terms of this Declaration, the Charter, the Bylaws, or the Rules and Regulations, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

(c) **No Waiver of Rights:** The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act or other law, this Declaration, the Charter, the Bylaws, or the Rules and Regulations, shall not constitute a waiver of the right to do so thereafter.

**Section 16.4. Adoption of Act.** Except as otherwise provided herein, the Declarant hereby adopts all the provisions of the Act.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date set forth herein.

**UNIT ONE OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Unit Owner of Unit One (1) of the Condominium, a within named bargainor, and that he/she as such Unit Owner executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**UNIT TWO OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Unit Owner of Unit Two (2) of the Condominium, a within named bargainor, and that he/she as such Unit Owner executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**UNIT THREE OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Unit Owner of Unit Three (3) of the Condominium, a within named bargainor, and that he/she as such Unit Owner executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**UNIT FOUR OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Unit Owner of Unit Four (4) of the Condominium, a within named bargainor, and that he/she as such Unit Owner executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**UNIT FIVE OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Unit Owner of Unit Five (5) of the Condominium, a within named bargainor, and that he/she as such Unit Owner executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**UNIT SIX OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Unit Owner of Unit Six (6) of the Condominium, a within named bargainor, and that he/she as such Unit Owner executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**UNIT SEVEN OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Unit Owner of Unit Seven (7) of the Condominium, a within named bargainor, and that he/she as such Unit Owner executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**UNIT EIGHT OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Unit Owner of Unit Eight (8) of the Condominium, a within named bargainor, and that he/she as such Unit Owner executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**UNIT NINE OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, of the state and county aforementioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Unit Owner of Unit Nine (9) of the Condominium, a within named bargainor, and that he/she as such Unit Owner executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



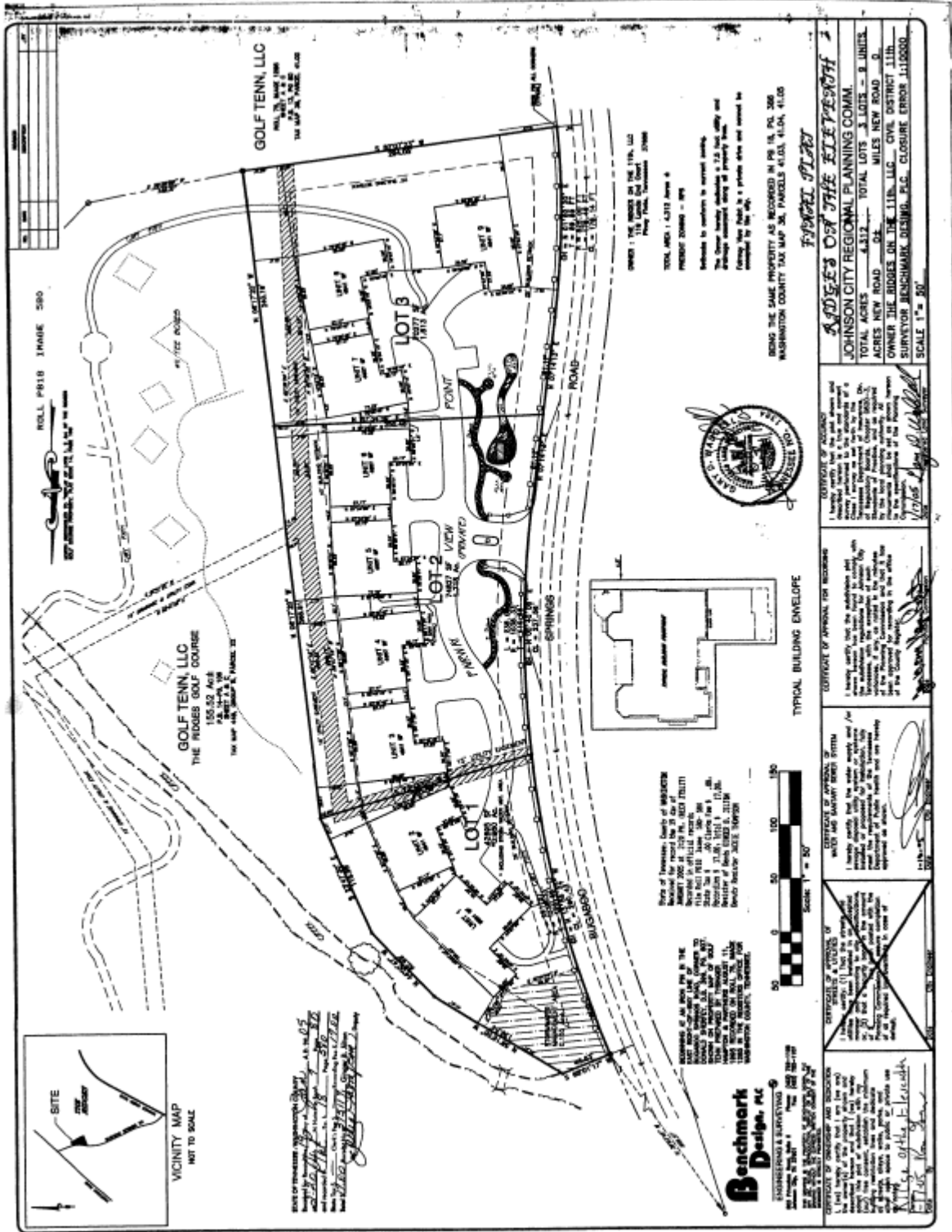
**EXHIBIT A**

**DESCRIPTION OF LAND**

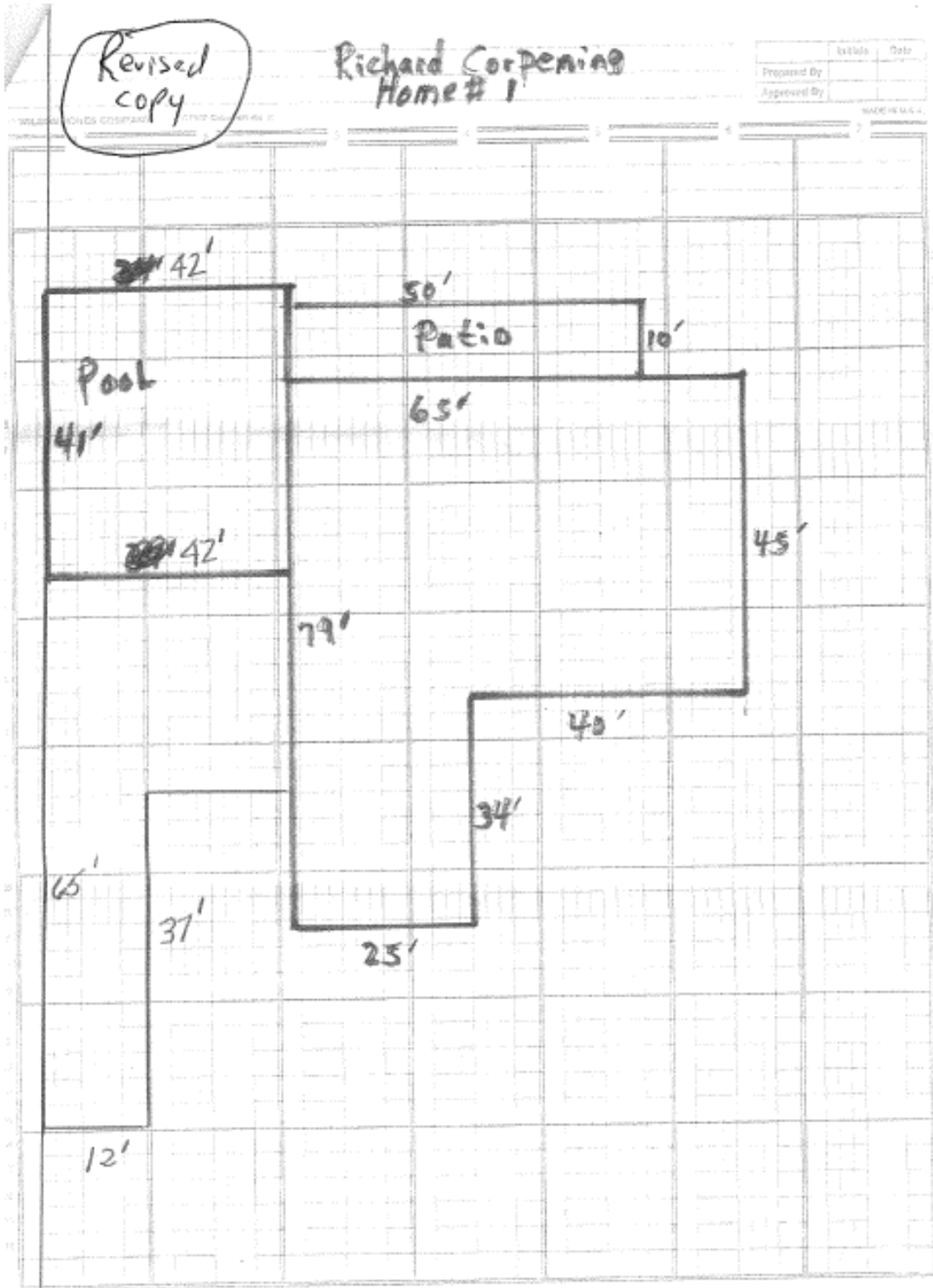
SITUATE, lying and being in the 11th Civil District for Washington County, Tennessee and being more particularly described as follows:

BEING a 4.312 acre tract, more or less (3.448 acres + 0.864 acres) as shown on a Subdivision map recorded in Plat Book 18, page 325 and Plat Book 18, page 580 in the Register's Office for Washington County, Tennessee

# EXHIBIT B CONDOMINIUM PLAT

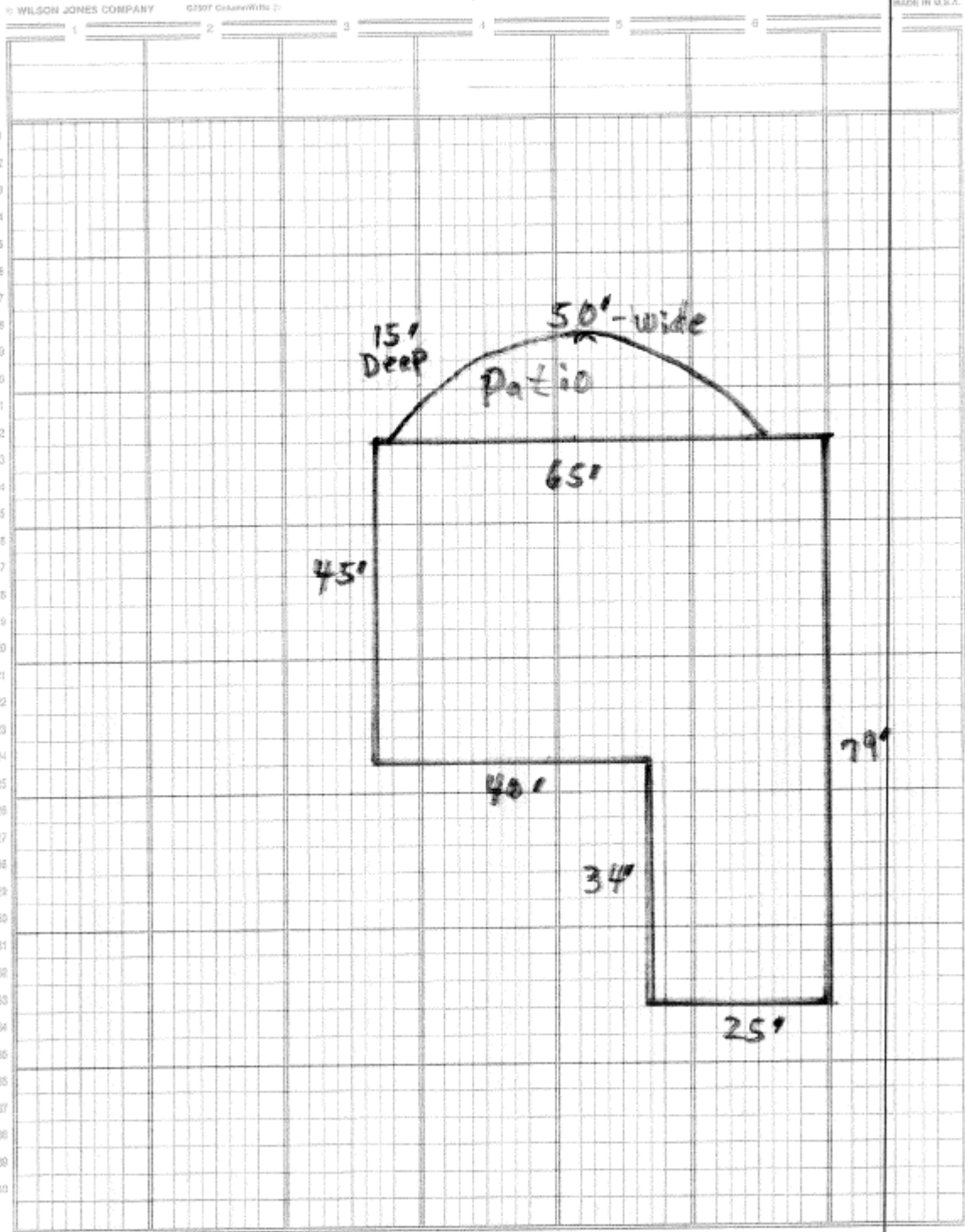


**EXHIBIT C**  
**CONDOMINIUM PLANS**



Kevin Russell  
Home # 2

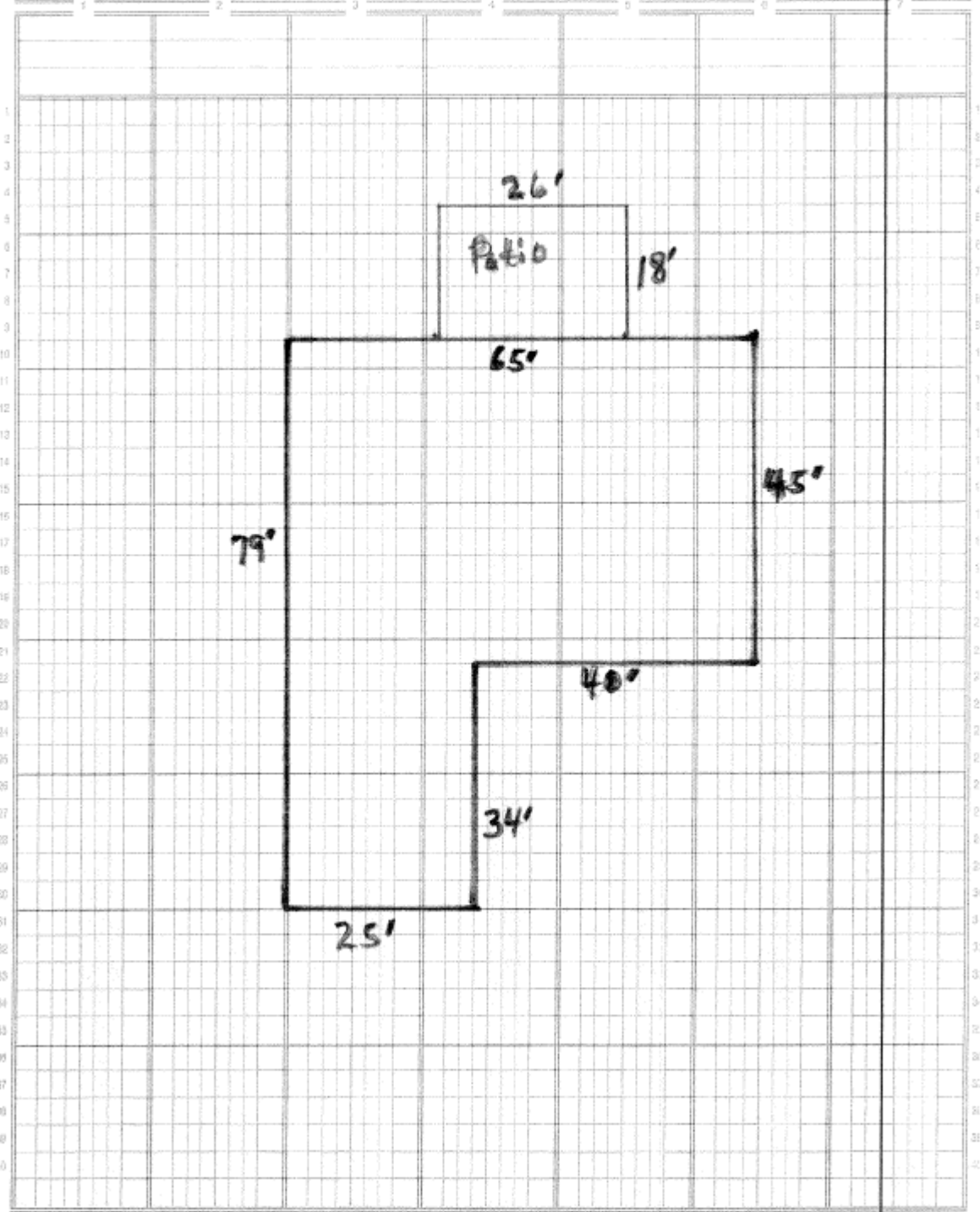
Initials	Date
Prepared By	
Approved By	



Jonathan Goldfarb  
Home # 3

Prepared By	Initials	Date
Approved By		

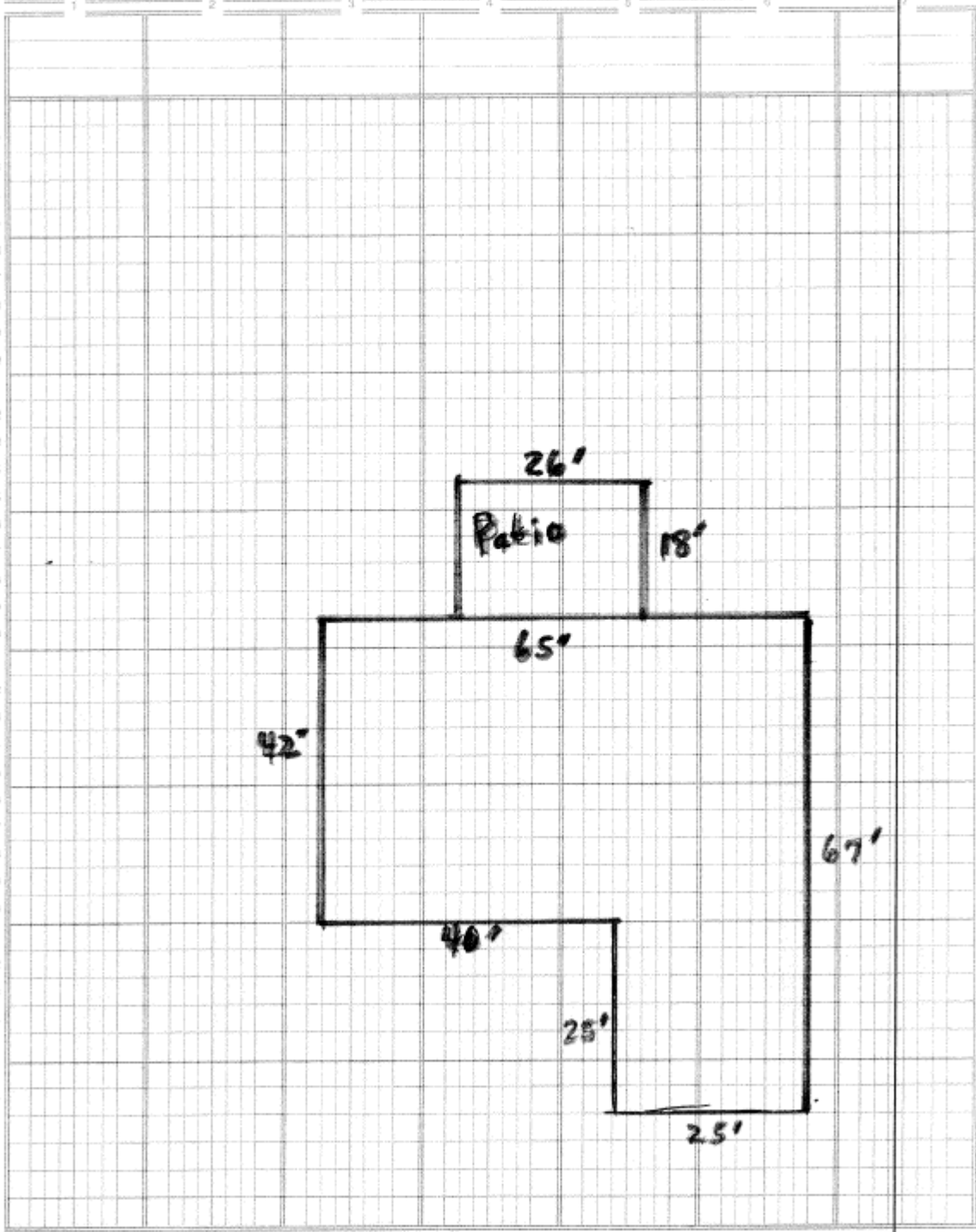
WILSON JONES COMPANY 97547 Columbia, Mo. MADE IN U.S.A.



Alan Deitel  
Home #4

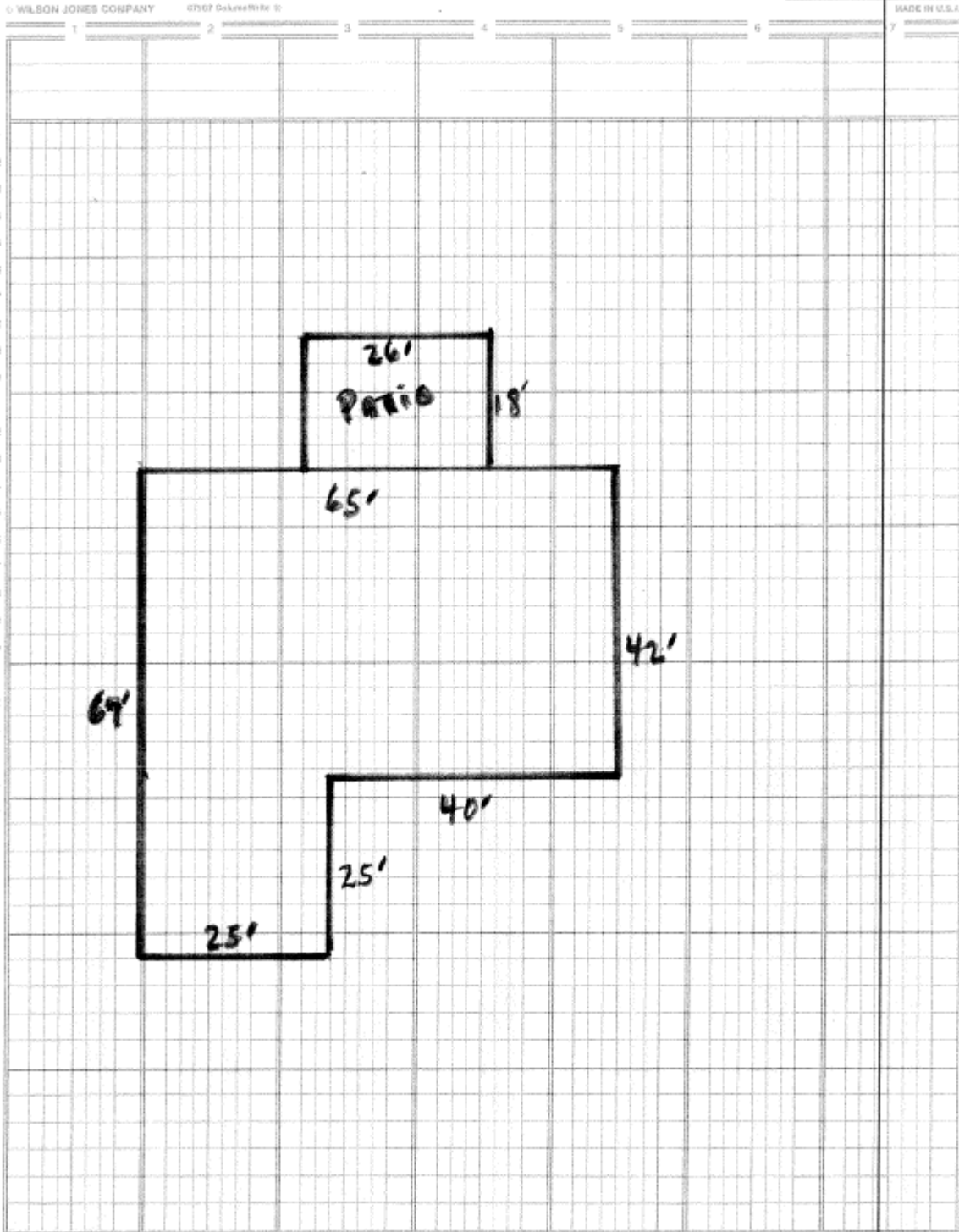
Prepared By	Initials	Date
Approved By		

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Tom Wennogle  
Home #5

Prepared By	Initials	Date
Approved By		



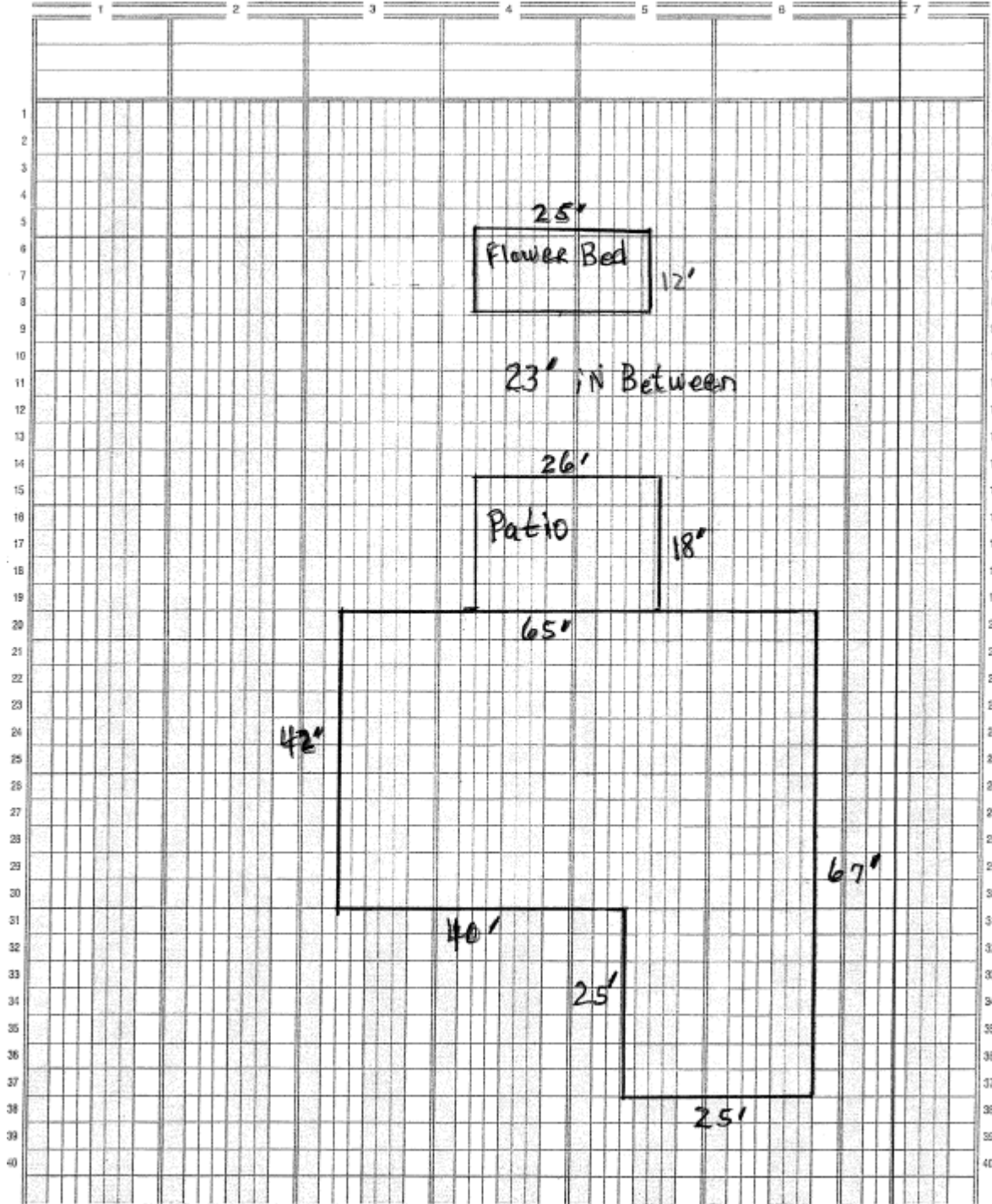
Charles Green  
Home # 6

Initials	Date
Prepared By	
Approved By	

© WILSON JONES COMPANY

67987 ColorPrint ©

MADE IN U.S.A.



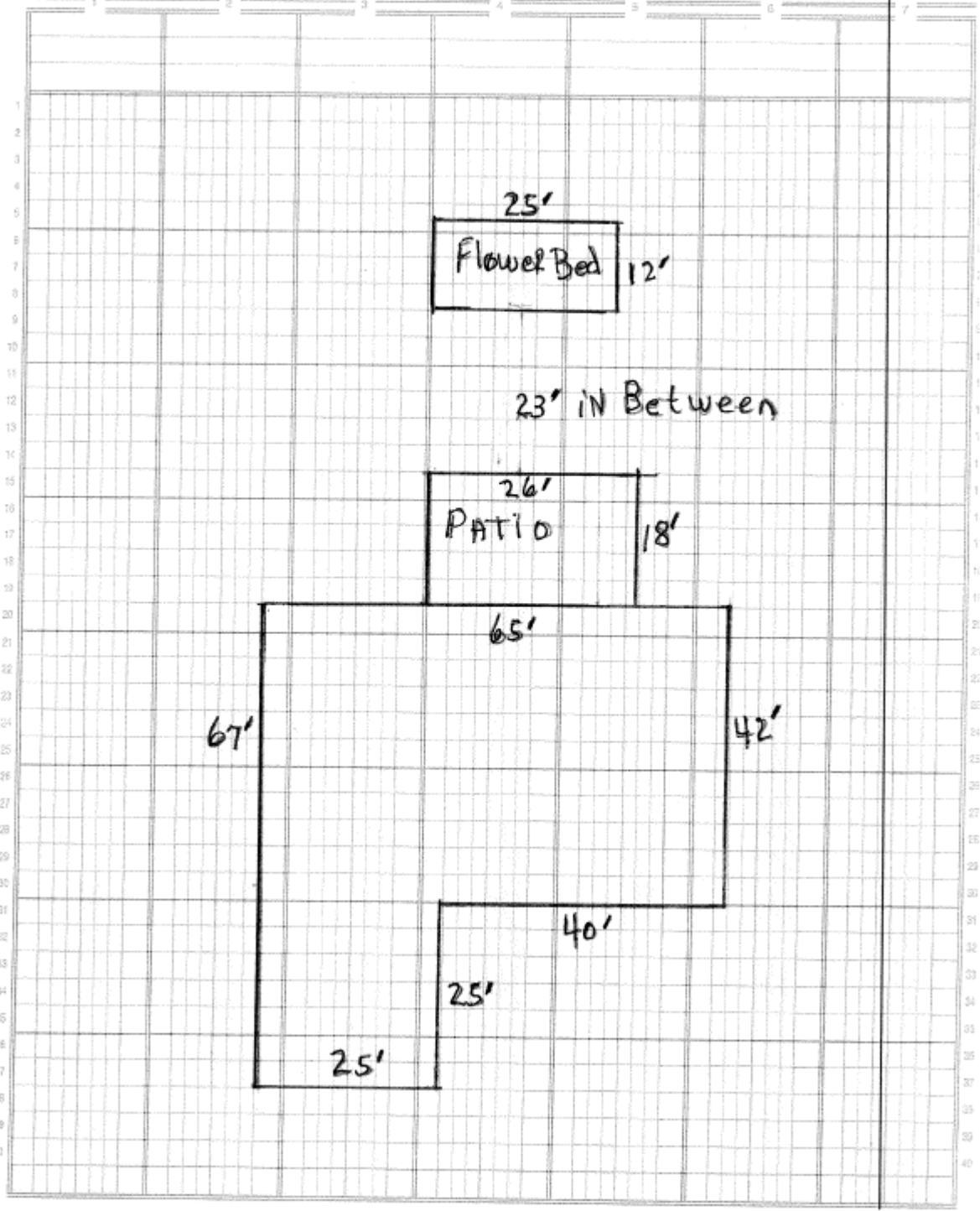


# Harsha Vardhana Home #7

Prepared By		Date	
Approved By			

© WILSON JONES COMPANY 67587 Colson/White 3/

MADE IN U.S.A.



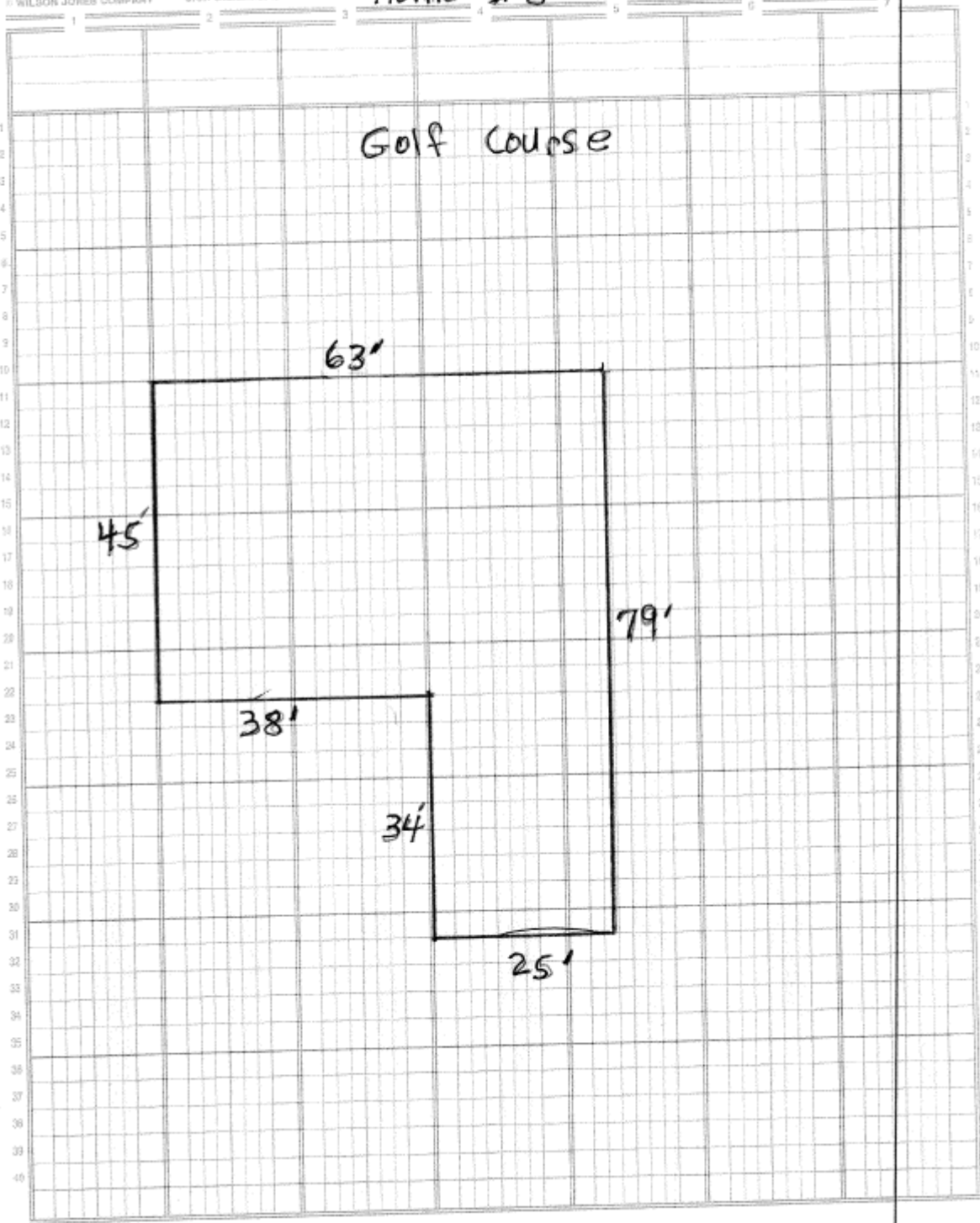
Jeff Blake  
Home #8

	Initials	Date
Prepared By		
Approved By		

WILSON JONES COMPANY

07997 Colours/Print

MADE IN U.S.A.

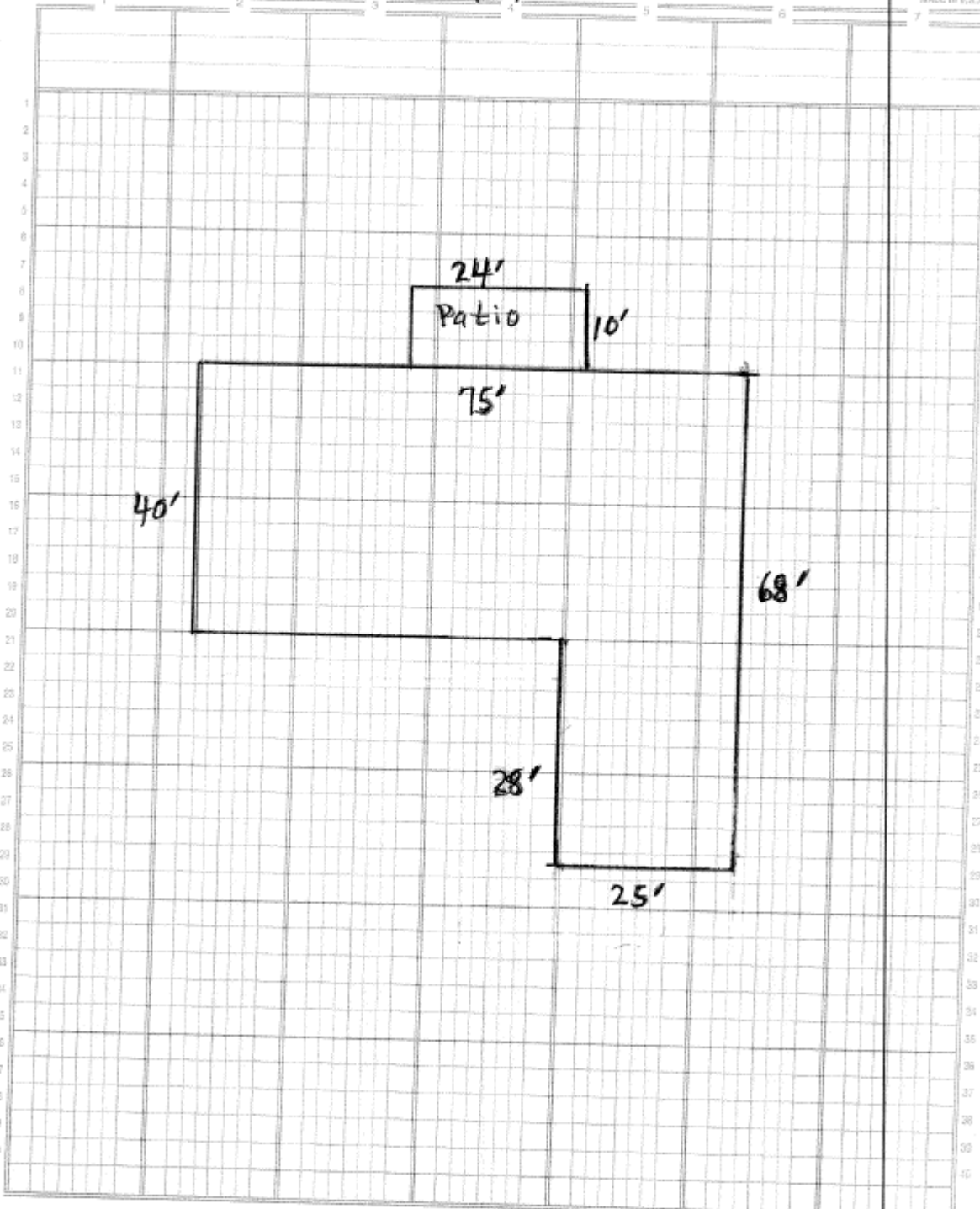


Padma Surapaneni  
Home #9

© WILSON JONES COMPANY 07997 Colson/Wire 6

Initials	Date
Prepared By	
Approved By	

SCALE 1/4" = 1'-0"



## **EXHIBIT D**

### **AMENDED AND RESTATED BYLAWS OF THE RIDGES ON THE 11TH PROPERTY OWNERS ASSOCIATION**

#### **ARTICLE I**

**NAME AND LOCATION.** The name of the corporation is **THE RIDGES ON THE 11TH PROPERTY OWNERS ASSOCIATION**, a Tennessee nonprofit corporation, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at **114 Fairway View, Jonesborough, Tennessee 37659**, but meetings of members and directors may be held at such places, as may be designated by the Board of Directors. These Bylaws amend and restate the Bylaws of the Association recorded in Warranty Deed Book Roll 427 Image 2099 in the Register's Office of Washington County, Tennessee.

#### **ARTICLE II DEFINITIONS**

**Section 1. "Association"** shall mean and refer to The Ridges on the 11th Property Owners Association and its successors and assigns.

**Section 2. "Properties"** shall mean and refer to that certain real property described in the Declaration and such additions (if any) thereto as may hereafter be added to the Condominium.

**Section 3. "Unit"** shall have the meaning given it in the Declaration.

**Section 4. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

**Section 5. "Declarant"** shall mean and refer to the Existing Unit Owners and their successors and assigns.

**Section 6. "Declaration"** shall mean and refer to the Declaration applicable to the Properties recorded, or to be recorded, in the Office of the Register of Deeds of Washington County, Tennessee.

**Section 7. "Member"** shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

**Section 8. "Terms"** Other terms used herein but not defined shall have the meanings given them in the Declaration.

### ARTICLE III MEETING OF MEMBERS

**Section 1. Meeting and Voting Rights of Members.** The Owner or Owners of a Unit who have become such in compliance with all of the requirements and conditions precedent contained in the Declaration, including these Bylaws, shall be entitled to attend and vote at all meetings of the Members of this Association as such voting rights are set forth in the Declaration.

**Section 2. Annual Meetings.** The annual meeting of the Members shall be held each year during January, at a date, time, and place to be selected by the Board of Directors and noticed at least two (2) weeks in advance to all Unit Owners, for the purpose of electing a Board of Directors and of transacting any other business authorized at that time, 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 3. Special Meeting.** Special meetings of the Members may be called at any time by the President and secretary, or by a majority of the Board of Directors, or upon written request of one-third of the entire number of Owners. When a special meeting is so called, the secretary shall mail written notice of the meeting to all Owners.

**Section 4. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by emailing the Unit Owners and/or mailing a copy of such notice, postage prepaid, at least seven (7) days or no more than fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's email address or physical address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of 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 or after the meeting.

**Section 5. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, at least a majority of the votes of the entire number of Owners shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 6. Proxies.** At all meetings of Members, each Member may vote in person by proxy. All proxies shall be in writing for the particular meeting designated therein and shall be filed with the secretary prior to voting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

**Section 7. Manner of Acting.** If a quorum is present, the affirmative vote of Members holding voting rights in excess of fifty percent (50%) of all voting rights held by the Members represented at such meeting shall constitute the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by these Bylaws.

**Section 8. Presiding Officer.** The president shall preside over all meetings, and the secretary shall take and keep the minutes and minute books of all meeting wherein adoptive resolutions shall be recorded.

**Section 9. Governance of Meetings.** Parliamentary Rules, Robert's Rules of Order (latest edition) shall govern the conduct of meetings of the Board of Directors and of the Members, subject to any paramount provisions of the Act, the Declaration, or these Bylaws.

#### **ARTICLE IV BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association shall be managed by a board not less than three (3) nor more than five (5) Directors.

**Section 2. Term of Office.** The term of each director's service shall extend until the next annual meeting of the Association and thereafter until his successor is duly elected by the Owners and qualified or until he is removed in the manner elsewhere provided, except no director shall serve more than two successive terms of one year each.

**Section 3. Removal and Vacancies.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association holding the right to vote as described in the Declaration at any regular or special meeting duly called and convened by the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the majority vote of the Members of the Association at such meeting where the Director was removed. The duly-elected successor Director shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, upon approval by the Board of Directors.

**Section 5. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**Section 6. Manner of Acting.** The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

**ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS**

The Owners shall, at their annual meeting, elect the Board of Directors. Nominations may be made from the floor at the annual meeting. Election to the Board of Directors shall be by secret written ballot or a verbal vote. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI  
MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors may be held at such place and hour as may be fixed 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 email at least three (3) days prior to the day named for such meeting unless such notice is waived.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by the secretary at the written request of a majority of the Directors. Not less than three (3) days' notice of the special meeting shall be given, personally or by mail, telephone or email, which notice shall state the time, place and purpose of the special meeting.

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors, except as specifically otherwise provided in the Declaration or these Bylaws. If, at any meeting of the Board of Directors, there is 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 been transacted at the meeting as originally called may be transacted without further notice.

**Section 4. Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after any meeting, and such waiver shall be deemed equivalent to the giving of notice.

**Section 5. Presiding Officer.** The president shall preside at all meetings of the Board of Directors, the secretary shall serve as secretary of all meetings of the Board of Directors. 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.

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** In addition to the rights, powers and duties conferred upon the Board of Directors by the Declaration, the Act, or other provisions of these Bylaws, the Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Hold title and possession to funds and property, including the maintenance funds and other assessments, and including title to any purchased Unit or purchased leasehold interest pursuant to the options herein conferred, as trustee of the use and benefit of the Owners;

(g) Use the proceeds from assessments in the exercise of its powers and duties; and

(h) Grant permits, easements, and licenses over the Common Elements for utility and roads, and other purposes necessary or useful for the proper maintenance and operation of the Condominium.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any



special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote;

(b) Supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Maintain, repair, replace, operate, and administer the Common Elements, which includes, but is not limited to, a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the property maintenance and operation of the Condominium;

(i) Collect maintenance fund assessments against Members to defray the costs of the Condominium, including without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating, and administering the Common Elements and of engaging all necessary services and employees therefore;

(j) Reconstruct improvements after casualty and the further improvement of the property, including the Common Elements;

(k) Pay any taxes or assessments which are liens against any part of the Condominium other than individually owned Units; and

(l) Pay the cost of all power, water, sewer, and other utility services rendered to the Condominium, if any, and not billed directly to the Unit Owners.

**Section 3. Other Financial Responsibilities.**

(a) All monies and funds of the Board of Directors or the Association shall be deposited in such bank or banks as may be designated from time to time by the Board of Directors. Withdrawals of monies 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, with one signature being required for the signature of any check or draft.

(b) An audit of the accounts and books of the Board of Directors and/or the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each Owner no later than ninety (90) days after said report is made and finalized.

**ARTICLE VIII  
OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president, vice-president/secretary/maintenance manager, and such other officers as the Board of Directors may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine .

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**PRESIDENT**

(a) The president shall preside at all meetings of the Board of Directors and the Association; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, contracts, agreements, and other written instruments and may sign all checks and promissory notes in the name and behalf of the Association when directed by the Board of Directors; and shall perform such other duties as the chief administrative officer as the Board of Directors may, from time to time, direct. The president shall also receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members .

(a)

**VICE-PRESIDENT/SECRETARY/MAINTENANCE MANAGER**

(b) The vice-president/secretary/maintenance manager shall act in the place and stead of the president in the event of his absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors. The vice-president/secretary/maintenance manager shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings on the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors. The vice-president/secretary/maintenance manager shall also be responsible for ensuring the maintenance of the Common Elements by directing, and managing any outside contractor or company hired by the majority vote of the Unit Owners to carry out such Common Element maintenance.

(c)

**Section 9. Compensation.** No officer shall receive compensation for any service he may render to the Board of Directors. However, any office may be reimbursed for his actual expenses incurred in the performance of his duties, upon approval by the Board of Directors. This provision shall not preclude, however, the Board of Directors from employing an independent contractor for the above services or employing an officer or administrator as an employee of the association, such as a manager or as a bookkeeper, auditor, attorney, or the like.

**ARTICLE IX  
COMMITTEES**

The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose.

**ARTICLE X  
BOOKS AND RECORDS**

The books, records, and papers of the Association, including but not limited to the Declaration, these Bylaws, and other rules governing the Condominium, shall at all times, during reasonable business hours, be subject to inspection by any Member, lenders, and the holders and insurers of the first mortgage on any Unit. The Declaration, the Charter, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the Condominium, and the most recent audited financial statement, if such is prepared. Further, any agency or corporation having a financial interest in the Condominium shall have a right upon request to an audited financial statement for the preceding year.

**ARTICLE XI  
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. 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 maximum rate of interest permitted by law, 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 attorneys' fees of any such action shall be added to the amount of such assessment. No Owner, except the Declarant, may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

**ARTICLE XII  
CORPORATE SEAL**

The Association may have a seal in circular form.

**ARTICLE XIII  
AMENDMENTS**

**Section 1.** These Bylaws may be amended, at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy who

are permitted to vote under the terms of these Bylaws and the Declaration. However, the consent of Unit Owners to which at least sixty-seven (67) percent of the votes in the Association are allocated, shall be required to materially amend any provision of the Declaration, these Bylaws, or other equivalent documents of the Condominium, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens, or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance fidelity bonds;
- (e) Rights to use of the Limited and Common Elements;
- (f) Responsibility for maintenance and repair of several portions of the Condominium;
- (g) Expansion or contraction of Condominium regime or the addition, annexation, or withdrawal of property to or from the regime;
- (h) Boundaries of any Unit;
- (i) Interest in the Limited or Common Elements;
- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his Unit; and
- (m) Establishment of self-management by the Association where professional management has been required by any of the agencies or corporations.

**Section 2.** In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### **ARTICLE XIV MISCELLANEOUS**

**Section 1. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**Section 2. Rights of Action.** The Association and any aggrieved Owner or Owners shall be granted a right of action against an Owner for failure to comply with the provisions of the Declaration, Bylaws, other rules or regulations governing the Condominium, or with decisions of the Association, which are made pursuant to authority granted the Association in such documents. Owners shall have a similar right of action against the Association.

**Section 3. Construction.** These Bylaws are intended to be read in conjunction with the Declaration and if there is any conflict between the Bylaws and the Declaration, the Declaration shall control.

**Section 4. Incorporation.** All provisions of the Declaration for The Ridges on the 11th are hereby incorporated into these Bylaws.

**IN WITNESS WHEREOF**, we, being all of the directors of The Ridges on the 11th Property Owners Association have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of The Ridges on the 11th Property Owners Association, a Tennessee nonprofit corporation, and,

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name and this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Vice President/Secretary:

\_\_\_\_\_

**EXHIBIT E**

**CHARTER  
OF**

**THE RIDGES ON THE 11<sup>TH</sup> PROPERTY OWNERS ASSOCIATION**

RECEIVED  
STATE OF TENNESSEE  
2004 SEP 29 AM 9:28  
RILEY DANIELLE  
SECRETARY

The undersigned person under the Tennessee Corporation Act pursuant to TCA 48-2-52

102, et seq, hereby adopts the following charter for the above listed corporation:

1. The name of the corporation, which satisfies the requirements of TCA Section 48-2-101, is **The Ridges on the 11<sup>th</sup> Property Owners Association**.
2. This corporation is a mutual benefit corporation.

3. (a) The complete address of the corporation's initial registered office in Tennessee is 119 Lands End Court, Piney Flats, TN. 37686.

(b) The name of the initial registered agent, to be located at the address listed in 3(a), is Ron Gouge

4. The name and complete address of the incorporator is:  
Robert S. DeVane  
413 E. Unaka Ave.  
Johnson City, TN. 37601

5. The complete address of the corporation's principal office is:  
119 Lands End Court  
Piney Flats, TN. 37686

6. The corporation is not for profit.

7. The corporation will have members, these being owners of the individual Units located in **The Ridges on the 11<sup>th</sup>**.

8. Upon dissolution, all assets, after payment of liabilities, shall be divided equally between the members.

9. The purposes for which the corporation is organized is: To promote the maintenance and high standards of the individual lots as well as the common areas and recreational facilities, if any, of the **The Ridges on the 11th** and for such other purposes as the members of the corporation may deem proper as well as any lawful activity for which the corporation may be organized under the Tennessee General Corporation Law.

This the 27<sup>th</sup> day of September, 2004.

  
Incorporator's Signature: **ROBERT S. DeVANE**

CORPORATION ANNUAL REPORT

Please return completed form to:  
**TENNESSEE SECRETARY OF STATE**  
 Attn: Annual Report  
 312 Eighth Ave. N, 6th Floor  
 William R. Snodgrass Tower  
 Nashville, TN. 37243

Annual Report Filing Fee Due:  
 \$20, if no changes are made in block #6 to the registered agent/office, or  
 \$40, if any changes are made in block #6 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH 12 IF DIFFERENT, CORRECT MONTH IS \_\_\_\_\_ THIS REPORT IS DUE ON OR BEFORE 04/01/05

(1) SECRETARY OF STATE CONTROL NUMBER 0478478

(2A) NAME AND MAILING ADDRESS OF CORPORATION  
**THE RIDGES ON THE 11TH PROPERTY OWNERS ASSOCIATION**  
**119 LANDS END COURT**  
**PINEY FLATS, TN 37686**  
 D 09/29/2004 NON-PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION  
**TENNESSEE**

(2C) ADD OR CHANGE MAILING ADDRESS:  
**114 Fairway View Point**  
**Jonesborough, TN 37659**

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE  
**119 LANDS END, COURT, PINEY FLATS, TN 37686**

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE + 4
<b>114 Fairway View Point</b>	<b>Jonesborough</b>	<b>TN</b>	<b>37659</b>

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS (ATTACH ADDITIONAL SHEET IF NECESSARY)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
<b>PRESIDENT</b>	<b>Ron Gouge</b>	<b>114 Fairway View Point</b>	<b>Jonesborough, TN 37659</b>
<b>SECRETARY</b>	<b>Carl Little</b>	<b>219 Highland Ridge Terrace</b>	<b>Jonesborough, TN 3765</b>

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY.)  SAME AS ABOVE  NONE

OR LISTED BELOW:	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:  
**RON GOUGE**

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:  
**119 LANDS END, COURT, PINEY FLATS, TN 37686**

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

(I). CHANGE OF REGISTERED AGENT: \_\_\_\_\_

(II). CHANGE OF REGISTERED OFFICE:

STREET	CITY	STATE	ZIP CODE + 4	COUNTY
<b>114 Fairway View Point</b>	<b>Jonesborough,</b>	<b>TN</b>	<b>37659</b>	<b>Washington</b>

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:  PUBLIC  MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK A BOX IF BLANK.  RELIGIOUS

(8) SIGNATURE *Ron Gouge*

(9) DATE **4-1-05**

(10) TYPE PRINT NAME OF SIGNER **Ron Gouge**

(11) TITLE OF SIGNER **President**

**\*\* THIS REPORT MUST BE DATED AND SIGNED \*\***



CONTINUED ON BACK



**CORPORATION ANNUAL REPORT**

Annual Report Filing Fee Due:  
 \$20, if no changes are made in block #6 to the registered agent/office, or  
 \$40, if any changes are made in block #6 to the registered agent/office

Please return completed form to:  
**TENNESSEE SECRETARY OF STATE**  
 Attn: Annual Report  
 312 Eighth Ave. N., 6th Floor  
 William R. Snodgrass Tower  
 Nashville, TN. 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12 IF DIFFERENT, \_\_\_\_\_ THIS REPORT IS DUE ON OR BEFORE 04/01/05  
 CORRECT MONTH IS \_\_\_\_\_

(1) SECRETARY OF STATE CONTROL NUMBER: 0478478

(2A) NAME AND MAILING ADDRESS OF CORPORATION:

THE RIDGES ON THE 11TH PROPERTY OWNERS  
 ASSOCIATION  
 119 LANDS END  
 COURT  
 PINEY FLATS, TN 37686  
 |||

D 09/29/2004 NON-PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION:  
 TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

114 Fairway View Point  
 Jonesborough, TN 37659

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:  
 119 LANDS END, COURT, PINEY FLATS, TN 37686

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE + 4
114 Fairway View Point	Jonesborough	TN	37659

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.  
 (ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
PRESIDENT	Ron Gouge	114 Fairway View Point	Jonesborough, TN 37659
SECRETARY	Carl Little	219 Highland Ridge Terrace	Jonesborough, TN 37659

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.)  
 OR LISTED BELOW:

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:  
 RON GOUGE

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:  
 119 LANDS END, COURT, PINEY FLATS, TN 37686

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(i). CHANGE OF REGISTERED AGENT:

(ii). CHANGE OF REGISTERED OFFICE:

114 Fairway View Point Jonesborough, TN 37659 Washington

7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED. IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:  PUBLIC  MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.  RELIGIOUS

(8) SIGNATURE *Ron Gouge*

(9) DATE 6-29-05

(10) TYPE PRINT NAME OF SIGNER:  
 Ron Gouge

(11) TITLE OF SIGNER:  
 President

\*\* THIS REPORT MUST BE DATED AND SIGNED \*\*



**CORPORATION ANNUAL REPORT**

Annual Report Filing Fee Due:  
 \$20, if no changes are made in block #6 to the registered agent/office, or  
 \$40, if any changes are made in block #6 to the registered agent/office.

Please return completed form to:  
**TENNESSEE SECRETARY OF STATE**  
 Attn: Annual Report  
 312 Eighth Avenue N. 6th Floor  
 William R. Snodgrass Tower  
 Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12

THIS REPORT IS DUE ON OR BEFORE: 04/01/07

(1) SECRETARY OF STATE CONTROL Number: 0478478

(2A.) NAME AND MAILING ADDRESS OF CORPORATION

THE RIDGES ON THE 11TH PROPERTY OWNERS  
 ASSOCIATION  
 114 FAIRWAY VIEW PT

JONESBOROUGH, TN 37659  


D 09/29/2004 NON-PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION  
 TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:  
 114 FAIRWAY VIEW PT, JONESBOROUGH, TN 37659  
 B. CHANGE OF PRINCIPAL ADDRESS:

STREET CITY STATE ZIP CODE + 4  
 101 LANDS END CT PINEY FLATS TN 37686

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.  
 (ATTACH ADDITIONAL SHEET IF NECESSARY.)

Title	Name	Business Address	City, State, Zip Code + 4
President	DAVID WHITING	114 FAIRWAY VIEW PT	JONESBOROUGH TN 37659
Secretary	JEAN BRENT	101 LANDS END CT	PINEY FLATS TN 37686

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.)  
 SAME AS ABOVE,  NONE, OR LISTED BELOW:

Name	Business Address	City, State, Zip Code + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:  
 RON GOUGE

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:  
 119 LANDS END, COURT, PINEY FLATS, TN 37686

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I.) CHANGE OF REGISTERED AGENT: \_\_\_\_\_

(II.) CHANGE OF REGISTERED OFFICE (Street Address): \_\_\_\_\_

(City) \_\_\_\_\_ (State) TN (Zip Code + 4) \_\_\_\_\_ (County) \_\_\_\_\_

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED.  
 IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:  PUBLIC  MUTUAL

MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.  RELIGIOUS

(8) SIGNATURE

*Jean V. Brent*

(9) DATE

2-7-07

(10) TYPED PRINT NAME OF SIGNER

JEAN V. BRENT

(11) TITLE OF SIGNER

SECRETARY



\*\* THIS REPORT MUST BE DATED AND SIGNED \*\*

SS-4444 (Rev. 11-99)

INSTRUCTIONS: www.state.tn.us/soe/ or 615-741-2286

ROA 1678

5950.0818

RECEIVED  
 SECRETARY OF STATE  
 2007 FEB 12 AM 11:01  
 ALBERT DARNELL  
 SECRETARY OF STATE

**CORPORATION ANNUAL REPORT**

Annual Report Filing Fee Due:  
 \$20, if no changes are made in block #8 to the registered agent/office, or  
 \$40, if any changes are made in block #8 to the registered agent/office.

Please return completed form to:  
**TENNESSEE SECRETARY OF STATE**  
 Attn: Annual Report  
 312 Eighth Avenue N. 6th Floor  
 William R. Snodgrass Tower  
 Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH: **12** THIS REPORT IS DUE ON OR BEFORE: **04/01/08**

(1) SECRETARY OF STATE CONTROL Number: **0478478**

(2A.) NAME AND MAILING ADDRESS OF CORPORATION  
**THE RIDGES ON THE 11TH PROPERTY OWNERS ASSOCIATION**  
**114 FAIRWAY VIEW PT**  
**JONESBOROUGH, TN 37659**

(2B.) STATE OR COUNTRY OF INCORPORATION  
**TENNESSEE**

(2C.) ADD OR CHANGE MAILING ADDRESS.  
**101 LANDS END CT**  
**PINEY FLATS TN 37686**

**D 09/29/2004 NON PROFIT**

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE  
**101 LANDS END CT, PINEY FLATS, TN 37686**

B. CHANGE OF PRINCIPAL ADDRESS:  
 STREET CITY STATE ZIP CODE + 4

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.  
 (ATTACH ADDITIONAL SHEET IF NECESSARY.)

Title	Name	Business Address	City, State, Zip Code + 4
President	<b>DAVID WHITING</b>	<b>112 FAIRWAY VIEW PT</b>	<b>JONESBOROUGH TN 37659</b>
Secretary	<b>JEAN BRENT</b>	<b>101 LANDS END CT</b>	<b>PINEY FLATS TN 37686</b>

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.)  
 SAME AS ABOVE,  NONE, OR LISTED BELOW:

Name	Business Address	City, State, Zip Code + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:  
**RON GOUGE**

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:  
**119 LANDS END, COURT, PINEY FLATS, TN 37686**

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(i.) CHANGE OF REGISTERED AGENT: \_\_\_\_\_

(ii.) CHANGE OF REGISTERED OFFICE (Street Address): \_\_\_\_\_

(City) \_\_\_\_\_ (State) TN (Zip Code + 4) \_\_\_\_\_ (County) \_\_\_\_\_

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED. IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:  PUBLIC  MUTUAL

**MUTUAL**

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK  RELIGIOUS

(8) SIGNATURE: *Jean V. Brent* (9) DATE: **3-6-08**

(10) TYPE/PRINT NAME OF SIGNER: **JEAN V. BRENT** (11) TITLE OF SIGNER: **Secretary**

**\*\* THIS REPORT MUST BE DATED AND SIGNED \*\***



SS-664 (Rev. 11-05)

INSTRUCTIONS: [www.state.tn.us/soa/](http://www.state.tn.us/soa/) or 615-741-2288

RDA 1678

6241.0654

RECEIVED  
 STATE OF TENNESSEE  
 SECRETARY OF STATE  
 2008 MAR 10 AM 10:42  
 PINEY FLATS

**CORPORATION ANNUAL REPORT**

Annual Report Filing Fee Due: \$20, if no changes are made in block #6 to the registered agent/office, or \$40, if any changes are made in block #6 to the registered agent/office.

Please return completed form to:  
**TENNESSEE SECRETARY OF STATE**  
 Attn: Annual Report  
 312 Eighth Avenue N. 6th Floor  
 William R. Snodgrass Tower  
 Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12 THIS REPORT IS DUE ON OR BEFORE: 04/01/09

(1) SECRETARY OF STATE CONTROL Number: 0478478

(2A.) NAME AND MAILING ADDRESS OF CORPORATION  
**THE RIDGES ON THE 11TH PROPERTY OWNERS ASSOCIATION**  
**101 LANDS END CT.**  
**PINEY FLATS, TN 37686**  
 458591

(2B.) STATE OR COUNTRY OF INCORPORATION  
 TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:  
 42 FAIRWAY VIEW A  
 JONESBOROUGH, TN 37659

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:  
 101 LANDS END CT, PINEY FLATS, TN 37686  
 B. CHANGE OF PRINCIPAL ADDRESS:  
 STREET CITY STATE CO ZIP + 4

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.  
 (ATTACH ADDITIONAL SHEET IF NECESSARY.)

Title	Name	Business Address	City, State, Zip Code + 4
President	RANDALL R. MERRITT	42 FAIRWAY VIEW PT	JONESBOROUGH TN 37659
Secretary	MATTHEW LITTLE	82 FAIRWAY VIEW A.	JONESBOROUGH TN 37659

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.)  
 SAME AS ABOVE,  NONE, OR LISTED BELOW:

Name	Business Address	City, State, Zip Code + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:  
 RON GOUGE  
 B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:  
 119 LANDS END, COURT, PINEY FLATS, TN 37686  
 C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.  
 (i.) CHANGE OF REGISTERED AGENT: \_\_\_\_\_  
 (ii.) CHANGE OF REGISTERED OFFICE (Street Address): \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) TN (Zip Code + 4) \_\_\_\_\_ (County) \_\_\_\_\_

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:  
 IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:  PUBLIC  MUTUAL  
 MUTUAL  
 B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK  RELIGIOUS

(8) SIGNATURE: *Randall R. Merritt* (9) DATE: 1/27/09

(10) TYPE/PRINT NAME OF SIGNER: RANDALL R. MERRITT (11) TITLE OF SIGNER: President

**\*\* THIS REPORT MUST BE DATED AND SIGNED \*\***

55-644 (Rev. 11-05) INSTRUCTIONS: www.state.tn.us/soa/ or 615-741-2286 RDA 1678

RECEIVED  
 STATE OF TENNESSEE  
 2009 FEB -3 AM 8:18  
 Secretary of State  
 The Hargett  
 CO + 4  
 RECEIVED  
 STATE OF TENNESSEE  
 2009 FEB 25 AM 10:41  
 J. MANGETT  
 SECRETARY OF STATE

6458.1940



# Tennessee Corporation Annual Report Form

AR Filing #: 02117530

File online at: <http://TNBear.TN.gov/AR>

Due on/Before: 04/01/2010

Please return completed form to:

Tennessee Secretary of State  
Attn: Annual Reports  
312 Rosa L. Parks Avenue  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243  
Phone: (615) 741-2286

**Annual Report Filing Fee Due:**

\$20 if no changes are made in block 3 to the registered agent/office, or  
\$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 478478

Corporation Non-Profit - Domestic

Date Formed: 09/29/2004

Formation Locale: Sullivan County

**(1) Name and Mailing Address:**

THE RIDGES ON THE 11TH PROPERTY OWNERS  
42 FAIRWAY VIEW PT  
JONESBOROUGH, TN 37659-0000 USA

**(2) Principal Office Address:**

42 Fairway View Pt.  
Jonesborough, TN 37659 USA

**(3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: Yes**

Randall Merritt  
42 Fairway View Pt.  
Jonesborough, TN 37659 USA

**(4) Name and business address (with zip code) of the President, Secretary and other principal officers.**

Title	Name	Business Address	City, State, Zip
President	Randall R Merritt	42 Fairway View Pt	Jonesborough, Tn 37659
Secretary	Matthew Little	82 Fairway View Pt	Jonesborough, Tn 37659

**(5) Board of Directors names and business address (with zip code). ( X None )**

Name	Business Address	City, State, Zip

**(6) This section applies to non-profit corporations ONLY.**

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately:  Public  Mutual

B. If a Tennessee religious corporation, please check here if blank:  Religious

(7) Signature: *Randall Merritt*

(8) Date: 02/08/2010 8:56 AM

(9) Type/Print Name: *Randall Merritt*

(10) Title: *President*

RECEIVED  
STATE OF TENNESSEE  
2010 FEB 10 AM 1:04  
RANDALL MERRITT  
SECRETARY OF STATE

Instructions: Legibly complete the form above. Enclose a check made payable to the Tennessee Secretary of State in the amount of \$40.00. Sign and date this form and return to the address provided above. Additional instructions at [http://tn.gov/sos/bus\\_srv/annual\\_reports.htm](http://tn.gov/sos/bus_srv/annual_reports.htm)

SS-4444

RDA 1678

6653.0357



# Tennessee Corporation Annual Report Form

AR Filing #: 02563081  
Status: Complete

File online at: <http://TNBear.TN.gov/AR>

Due on/Before: 04/01/2011

Reporting Year: 2010

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

**Annual Report Filing Fee Due:**  
\$20 if no changes are made in block 3 to the registered agent/office, or  
\$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 478478

Corporation Non-Profit - Domestic

Date Formed: 09/29/2004

Formation Locale: Sullivan County

**(1) Name and Mailing Address:**

THE RIDGES ON THE 11TH PROPERTY OWNERS  
ASSOCIATION  
72 FAIRWAY VIEW PT  
JONESBOROUGH, TN 37659

**(2) Principal Office Address:**

42 Fairway View Pt.  
Jonesborough, TN 37659

**(3) Registered Agent (RA) and Registered Office (RO) Address:** Agent Changed: No

Randall Merritt  
42 Fairway View Pt.  
Jonesborough, TN 37659

Image#: A0062-2732

**(4) Name and business address (with zip code) of the President, Secretary and other principal officers.**

Title	Name	Business Address	City, State, Zip
President	Alan Deitel	72 Fairway View Pt	Jonesborough, Tn 37659
Secretary	Tim Lindstrum	114 Fairway View Pt	Jonesborough, Tn 37659

**(5) Board of Directors names and business address (with zip code). ( X None )**

Name	Business Address	City, State, Zip

**(6) This section applies to non-profit corporations ONLY.**

- A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.  
If blank or incorrect, please check appropriately: Public  Mutual
- B. If a Tennessee religious corporation, please check here if blank: Religious

(7) Signature: Electronic

(8) Date: 03/21/2011 1:28 PM

(9) Type/Print Name: Alan Deitel

(10) Title: President



# Tennessee Corporation Annual Report Form

AR Filing #: 02971389  
Status: Complete

File online at: <http://TNBear.TN.gov/AR>

Due on/Before: 04/01/2012

Reporting Year: 2011

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

**Annual Report Filing Fee Due:**  
\$20 if no changes are made in block 3 to the registered agent/office, or  
\$40 if any changes are made in block 3 to the registered agent/office

**SOS Control Number:** 478478

Corporation Non-Profit - Domestic

Date Formed: 09/29/2004

Formation Locale: SULLIVAN COUNTY

**(1) Name and Mailing Address:**

THE RIDGES ON THE 11TH PROPERTY OWNERS ASSOCIATION  
72 FAIRWAY VIEW PT  
JONESBOROUGH, TN 37659-4123

**(2) Principal Office Address:**

72 FAIRWAY VIEW PT  
JONESBOROUGH, TN 37659-4123

**(3) Registered Agent (RA) and Registered Office (RO) Address:** Agent Changed: Yes

Alan Deitel  
72 FAIRWAY VIEW PT  
JONESBOROUGH, TN 37659-4123

Image #: A0110-0723

**(4) Name and business address (with zip code) of the President, Secretary and other principal officers.**

Title	Name	Business Address	City, State, Zip
President	Alan Deitel	72 Fairway View Pt	Jonesborough, Tn 37659
Secretary	Philip Cox	6 FAIRWAY VIEW PT	JONESBOROUGH, TN 37659

**(5) Board of Directors names and business address (with zip code). (  None )**

Name	Business Address	City, State, Zip

**(6) This section applies to non-profit corporations ONLY.**

- A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.  
If blank or incorrect, please check appropriately:  Public  Mutual
- B. If a Tennessee religious corporation, please check here if blank:  Religious

(7) Signature: Electronic

(8) Date: 03/20/2012 5:56 AM

(9) Type/Print Name: Alan Deitel

(10) Title: President

SS-4444

RDA 1678



# Tennessee Corporation Annual Report Form

File online at: <http://TNbear.TN.gov/AR>

Due on/Before: 04/01/2013

Reporting Year: 2012

AR Filing #: 03256043  
FILED: Dec 24, 2012 9:27 AM

**Annual Report Filing Fee Due:**  
\$20 if no changes are made in block 3 to the registered agent/office, or  
\$40 if any changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

CC Payment Ref #: 148209097

SOS Control Number: 478478

Corporation Non-Profit - Domestic

Date Formed: 09/29/2004

Formation Locale: TENNESSEE

**(1) Name and Mailing Address:**

THE RIDGES ON THE 11TH PROPERTY OWNERS ASSOCIATION  
72 FAIRWAY VIEW PT  
JONESBOROUGH, TN 37659-4123

**(2) Principal Office Address:**

114 FAIRWAY VIEW PT  
JONESBOROUGH, TN 37659-4124

**(3) Registered Agent (RA) and Registered Office (RO) Address:**

ALAN DEITEL  
72 FAIRWAY VIEW PT  
JONESBOROUGH, TN 37659-4123

Agent Changed: No

Agent County: WASHINGTON COUNTY

Image #: A0147-3008

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
President	Richard Corpening	114 FAIRWAY VIEW PT	JONESBOROUGH, TN 37659
Secretary	Sam Marshall	20 FAIRWAY VIEW PT	JONESBOROUGH, TN 37659

(5) Board of Directors names and business address (with zip code). (  None )

Name	Business Address	City, State, Zip

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately:  Public  Mutual

B. If a Tennessee religious corporation, please check here if blank:  Religious

(7) Signature: Electronic

(8) Date: 12/24/2012 9:27 AM

(9) Type/Print Name: Alan Deitel

(10) Title: Agent



**EXHIBIT F**

**TABLE OF INTERESTS**

<u>Unit</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
1	1/9 or 11.11 percent	1/9 or 11.11 percent	1.0
2	1/9 or 11.11 percent	1/9 or 11.11 percent	1.0
3	1/9 or 11.11 percent	1/9 or 11.11 percent	1.0
4	1/9 or 11.11 percent	1/9 or 11.11 percent	1.0
5	1/9 or 11.11 percent	1/9 or 11.11 percent	1.0
6	1/9 or 11.11 percent	1/9 or 11.11 percent	1.0
7	1/9 or 11.11 percent	1/9 or 11.11 percent	1.0
8	1/9 or 11.11 percent	1/9 or 11.11 percent	1.0
9	1/9 or 11.11 percent	1/9 or 11.11 percent	1.0