Nick McBride
Register of Deeds
Knox County

This Instrument Prepared By:
Brock Shipe Klenk PLC
265 Brookview Centre Way, Suite 604
Knoxville, Tennessee 37919

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS HONEY OAKS SUBDIVISION

KNOW ALL BY THESE PRESENTS, that this Declaration of Covenants, Restrictions and Easements (this "Declaration") is made this 25 day of May, 2023, by **PRIMOS LAND COMPANY, LLC**, a Tennessee limited liability company (hereinafter referred to as "Developer").

RECITALS:

A. Developer is the owner of the real property located in Knox County, Tennessee described in Exhibit A attached hereto and incorporated into this Declaration by this reference (the "Subject Property").

B. Developer has caused the Subject Property to be subdivided into lots as shown on that final plat of record in the Register's Office for Knox County, Tennessee, Instrument Number 202305190062104 (as such may be subsequently modified or supplemented), so as to create the Honey Oaks Subdivision.

C. Developer desires to subject the Subject Property together with such additions as may be later made to the Subject Property as provided in this Declaration, to the covenants, restrictions, easements, charges and liens set forth in this Declaration.

D. Developer has incorporated under the laws of the State of Tennessee a nonprofit corporation called "Honey Oaks Subdivision Homeowners Association, Inc." for the purpose of exercising certain functions under this Declaration, consistent with the terms of this Declaration and the Charter and Bylaws for Honey Oaks Subdivision Homeowners Association, Inc.

NOW, THEREFORE, in consideration of the premises and the mutual benefit of all parties concerned, Developer hereby declares that the Subject Property, including each and every Lot of the Development shown on the Plat and such additions to the Subject Property as may hereafter be made pursuant to this Declaration, is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, charges and liens:

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REC'D FOR REC 5/30/2023 3:48 PM
RECORD FEE: $172.00 T20230019819
M. TAX: $0.00 T. TAX: $0.00
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ARTICLE I: DEFINITIONS

In addition to words, terms and phrases elsewhere defined in this Declaration, the following words used in this Declaration shall have the following meanings:

1.01 "Additional Property" shall mean any further real property owned or acquired by Developer or an affiliate of Developer located adjacent or nearby to any portion of the Subject Property or adjacent or nearby to any portion of other Additional Property.

1.02 "Association" shall mean and refer to the Honey Oaks Subdivision Homeowners Association, Inc., a Tennessee nonprofit corporation.

1.03 "Board of Directors" shall mean and refer to the board of directors of the Association.

1.04 "Bylaws" shall mean the bylaws of the Association, a copy of which is attached to this Declaration as Exhibit B.

1.05 "Charter" shall mean the corporate charter of the Association, a copy of which is attached to this Declaration as Exhibit C.

1.06 "Common Areas" shall mean and refer to (i) those areas of land that Developer may convey and transfer to the Association for the common use, benefit, and enjoyment of the Owners; (ii) property indicated and designated on the Plat as "Common", "Common Property", "Common Area", "Open Space", or similar designation, if any; and (iii) any stormwater collection basins, ponds or retention areas and facilities. All improvements, fixtures and installations on Common Areas, including but not limited to the entrance signs to the Development, shall be considered a part of the Common Areas. The design, specifications, nature and extent of Common Areas shall be determined by the Developer in its discretion.

1.07 "Development" shall mean Honey Oaks Subdivision, as established by this Declaration and as shown on the Plat.

1.08 "Development Assessments" shall collectively mean the General Assessments, Individual Assessments and Special Assessments, all as defined in Article V of this Declaration.

1.09 "Lot" shall mean each tract or parcel of land forming a part of the Development which is designated as a numbered lot on the Plat, together with the improvements now or hereafter thereon.

1.10 "Member" shall mean all Owners who are members of the Association, as provided in this Declaration.

1.11 "Owner" shall mean and refer to the owner, whether one or more persons or entities, of a fee interest in any Lot, provided that any person or entity who holds such interest merely as a security for the performance of an obligation shall not be an Owner.

1.12 "Plat" shall mean that certain map of the Subject Property recorded in Instrument Number 202305190062104 in the Register's Office for Knox County, Tennessee, as such Plat may be supplemented, modified, amended or revised from time-to-time.

1.13 "Structure" shall mean (a) each dwelling constructed or located on a Lot, (b) any appurtenances connected to or adjacent to a dwelling, including without limitation any porch (whether open or enclosed), patio (whether open or enclosed), deck, canopy, attached garage or carport, and (c) any other item, thing or object constructed or located on a Lot of a permanent nature, including without limitation any swimming pool, detached garage or carport, storage unit, shed, barn, gazebo, greenhouse, fountain, pond or fence. Portable playground or sports equipment designed to be easily removed and stored out of view shall not be deemed Structures, while playground or sports equipment designed to be permanently or semi-permanently affixed to the ground shall be deemed Structures.

ARTICLE II: EXISTING PROPERTY AND ADDITIONAL PROPERTY

2.01 Existing Property. The Subject Property, and each Lot created, resulting or subdivided from the Subject Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

2.02 Additional Property. The Developer reserves the right to unilaterally amend this Declaration: (a) to subject all or any part of the Additional Property to the terms and conditions of this Declaration; (b) to include all or any part of the Additional Property as a part of the Development, whether or not the Additional Property shall be designated as a part, phase or unit of the Honey Oaks Subdivision or another name; (c) to grant to any owner(s) of any lot created or resulting from the subdivision of all or any part of the Additional Property the right to use any Common Areas, said right to be upon such terms and conditions, and subject to such limitations, as the Developer shall determine in its discretion; (d) to permit the owner(s) of any lot created or resulting from the subdivision of all or any part of the Additional Property to be a Member of the Association (and an Owner as defined herein) upon such terms and conditions, and subject to such limitations, as the Developer shall determine in its discretion; and/or (e) to add or include any further real property as part of the Additional Property and/or the Development. The Developer may subject the Additional Property to different covenants and restrictions, or to none at all. No assurances are made that the Developer will exercise its rights with respect to any part of such Additional Property, nor as to which portions of the Additional Property the Developer will exercise such rights or the order in which such portions will be developed. The exercise of the Developer's rights as to some portions of the Additional Property will not in any way obligate the Developer to exercise said rights as to other portions.

ARTICLE III: MEMBERSHIP AND RIGHTS IN THE ASSOCIATION

3.01 Membership. Every person or entity that is an Owner shall be a Member of the Association. Membership shall commence on the date such person or entity becomes an Owner and expires upon the transfer or release of the fee interest that resulted in such person or entity being an Owner.

3.02 Voting Rights. The Association shall have two classes of voting membership:

(a) **Class A.** "Class A Members" shall be all Members except for the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership pursuant to Section 3.01. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) **Class B.** The "Class B Member" shall be the Developer or any expressed assignees of Developer pursuant to this Declaration. The Class B Member shall be entitled to one hundred (100) votes for each Lot in which Developer holds the interest required for membership by Section 3.01. Said Class B membership shall not transfer with ownership of a Lot, but shall instead remain in the Developer until such time as the Developer has (i) relinquished ownership of all Lots within the Development (including any Additional Property added or included in the Development by Developer), (ii) expressly assigned its Class B membership to another person or entity, which assignee person or entity shall then be the Class B Member, or (iii) expressly terminated Class B membership in the Association. Any assignment or termination of Class B membership may only be accomplished by a written instrument expressly assigning or terminating such membership, such written instrument to be recorded in the Knox County Register's Office. Once the Developer has relinquished ownership in all Lots in the Development, Class B membership shall cease to exist and, from and after such time, there shall only be Class A membership.

3.03 Charter and Bylaws. The rights, privileges, duties and obligations of Members shall be as set forth both in this Declaration and in the Charter and the Bylaws, and the terms and provisions of the Charter and Bylaws are incorporated into this Declaration fully by reference, to the same extent as if set forth herein verbatim.

ARTICLE IV: COMMON AREAS AND EASEMENTS

4.01 Members' Easements of Enjoyment. Subject to the conditions and limitations set forth in this Declaration, the Charter and the Bylaws, each Member shall have a right and easement of enjoyment in and to the Common Areas for their intended purposes, and such easement shall be appurtenant to and shall pass with the title to every Lot.

4.02 Title to Common Areas. Developer shall retain the legal title to the Common Areas until Developer conveys and transfers the Common Areas to the Association, any such conveyance and transfer to occur in Developer's discretion.

4.03 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to take reasonable action to protect and preserve the rights of the Association and the Members in and to the Common Areas, including, but not limited to, rights to prevent the sale or confiscation of said Common Areas from creditors or lien holders of the Association or Members; and

(b) the right of the Association, as provided in its Charter and Bylaws, to suspend the enjoyment rights of any Member for any period during which any Development Assessment or other payable amount remains unpaid, and for any infraction of its rules and regulations or Rules of Conduct; and

(c) the right of the Association to promulgate rules and regulations or Rules of Conduct for the use of the Common Areas; and

(d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors; and

(e) unless specifically provided by the Developer (such as when Additional Property is made a part of the Development), the rights of Members of the Association to use and enjoy the Common Areas shall not be altered or restricted because of the location of the Common Areas in a unit or portion of the Development in which such Member is not a resident.

4.04 Maintenance of Common Areas. The Association shall be responsible for appropriate maintenance, repair and replacement of the Common Areas.

ARTICLE V: DEVELOPMENT ASSESSMENTS

5.01 Obligation for Development Assessments and Creation of Lien. Each Owner, other than the Developer, by acceptance of a deed or other conveyance for a Lot (whether or not it shall be so expressed in any such deed or other conveyance) shall be deemed to covenant and agree to pay Development Assessments to the Association, such Development Assessments to be fixed, established and collected from time to time as hereinafter provided. The Development Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien on the Lot against which each assessment is made. Each such Development Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Development Assessment became due. If a Lot is owned by more than one person, each such person shall be jointly and severally liable

for the Development Assessments levied on such Lot. Development Assessments may be characterized as General Assessments (Section 5.03), Individual Assessments (Section 5.04), or Special Assessments (Section 5.05).

5.02 Purpose of Development Assessments. The Development Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, welfare and beautification of the Development, and to construct, acquire, repair, demolish, rebuild, replace, maintain and/or operate the Common Areas. In addition, the Development Assessments levied by the Association shall be used for the payment of taxes, insurance and utilities on the Common Areas, and for maintaining reasonable cash reserves. However, the Development Assessments shall not be specifically limited to the Common Areas, but shall extend to and include the right to maintain and repair all of the previously enumerated areas and the street and area lighting, traffic signals, and signs pertaining to the Development and the repair and replacement of any street signs located therein (but only to the extent such is the responsibility of the Association). The cost of the operation and maintenance of street lights and lighting regardless of the location within the Development and the proximity to the individual Lots shall be borne equally and prorated as to each Lot without regard to the ownership.

5.03 General Assessments. The term "General Expenses" shall mean all expenses estimated or incurred by the Association for the operation, maintenance, repair and replacement by the Association of the Common Areas (including without limitation stormwater collection basins, ponds or retention areas and facilities) and other Development-wide facilities, plus any reasonable reserves as the Association shall determine to be appropriate. Each year, the Association shall establish and levy on each Lot, except for Lots owned by the Developer, a "General Assessment" calculated based on the estimated General Expenses for such year divided by the number of Lots in the Development that are not owned by Developer.

5.04 Individual Assessments. The term "Individual Expenses" shall mean all expenses estimated or incurred by the Association in connection with just one Lot in the Development, or more than one but less than all Lots in the Development. Individual Expenses shall also include any fine established and levied by the Association on a Lot and its Owner. Either prior to or after an Individual Expense is incurred by the Association, the Association shall establish and levy on the Lot(s) for which such Individual Expense was incurred an "Individual Assessment" calculated based on the estimated or actual Individual Expenses for such Lot(s).

5.05 Special Assessments. In addition to the General Assessments and the Individual Assessments and other charges authorized by this Declaration, the Association may levy a "Special Assessment" for the purpose of defraying in whole or in part (a) the cost of any construction or reconstruction serving the Development as a whole, (b) unexpected repair or replacement of a capital improvement upon the Common Areas or otherwise serving the Development as a whole, including the necessary fixtures and personal property related thereto, or (c) any other unanticipated cost or expense not specific to one Lot, including without limitation any litigation costs or insurance costs.

5.06 Developer's Rights as to Development Assessments. Notwithstanding the remainder of this Article V, the Developer shall have the right, in its commercially reasonable discretion, to determine and set the Development Assessments for as long as there is a Class B Member of the Association. In view of the fact that Developer shall incur all of the initial costs of constructing, building, and installing Common Areas, incurring most of the initial maintenance costs of same, and subsequently transferring said Common Areas to the Association, Developer shall not be required to pay on Lots owned by it any Development Assessment required hereunder or levied by the Association. Further the Developer may incur maintenance costs in excess of the Development Assessments for some period of time until the Development Assessments equal the maintenance costs, and the Developer shall be entitled to recover these excess costs prior to transferring title to the Common Areas to the Association.

5.07 Due Date for Payment of Development Assessments. The first General Assessment shall become due and payable as set by the Board of Directors. As each person or entity becomes a Member, such new Member's General Assessment for the current year shall be a pro-rata part of the General Assessment. The due date of any Special Assessment shall be fixed in the resolution authorizing such Special Assessment, and the due date of any Individual Assessment shall be thirty (30) days after the Association's delivery of a statement for such Individual Assessment. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his Development Assessments. It shall be the duty of the Board of Directors to notify each Owner of any change in the General Assessment or any Special Assessment and the due date of such Special Assessment. The requirement of notice shall, without limitation, be satisfied if such notice is given by regular deposit in the United States Mail or by email transmission to the last known address of each such Owner, or if announced at a meeting of Members, or if publicized prominently by sign, flyer or other posting in the Development.

5.08 Effect of Non-Payment.

(a) In the event any Development Assessment is not paid on the date when due, then such Development Assessment shall become delinquent and shall, together with such interest thereof and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on such Owner's Lot, which shall bind such Lot in the hands of such Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such Development Assessment, however, shall remain such Owner's personal obligation and shall not pass to his successors in title unless expressly assumed by them, or unless a notice of such lien has been recorded in the Register's Office for Knox County, Tennessee prior to the instrument by which title was conveyed. Penalties for late payment may be assessed by the Board of Directors in its sole discretion.

(b) If any Development Assessment is not paid within thirty (30) days after the delinquency date, the Development Assessment shall bear interest from the date of delinquency at the rate of Eighteen Percent (18%) per annum (or if such rate exceeds the maximum rate permitted by Tennessee law, the maximum rate permitted by Tennessee law), and the Association may bring action at law or in equity against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such Development Assessment

the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Development Assessment as above provided and a reasonable attorney fee to be filed by the Court together with the costs of the action.

(c) In addition to all other rights and remedies, in the event of non-payment of a Development Assessment, the Board of Directors shall have the right to (i) record a notice of lien on the applicable Lot(s) with the Knox County Register's Office, (ii) publicize any recorded lien in the regular communications of the Association, (iii) refer such unpaid Development Assessment to a collection agency, or (iv) any other right or remedy permitted by law or in equity for non-payment or non-performance of an obligation.

5.09 Subordination of the Lien to Mortgages. The lien of the Development Assessments and charges provided for by this Article V shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to Development Assessment; provided, however, that such subordination shall apply only to the Development Assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Development Assessments thereafter becoming due nor from the lien of any such subsequent Development Assessment. A Development Assessment shall not be subordinate to a mortgage held by a prior owner who was the Owner at the time such Development Assessment accrued.

5.10 Exempt Property. The following property subject to this Declaration shall be exempted from the Development Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Areas; (c) all properties exempted from taxation by the laws of the State of Tennessee or United States Government, upon the terms and to the extent of such legal exemption; and (d) all properties owned by the Developer.

5.11 Management. The Association, acting by and through its Board of Directors, shall have the right to engage and employ such individuals, corporations or property managers for the purpose of managing and maintaining the Common Areas and performing such other duties as the Board of Directors shall from time to time deem advisable. Such individuals, corporations or property managers may be affiliated with Developer, provided that any individual, corporation or property manager employed by the Association but affiliated with Developer shall be compensated at no greater than commercially reasonable rates.

ARTICLE VI: ARCHITECTURAL REVIEW COMMITTEE

6.01 General. No Structure shall be erected, placed or altered on any Lot until the plans and specifications and a plan showing the location of the Structure have been approved in writing by the Architectural Review Committee established by this Article VI. The Architectural Review Committee shall be composed of one or more individuals appointed by the Developer, acting as the Board for such purpose. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Article

VI. In the event the Architectural Review Committee fails to approve or disapprove such plans or specifications within thirty (30) days after the same have been submitted to it, such approval shall be deemed granted and no longer required. Further, such plans must be left with Architectural Review Committee during the period of construction after approval. The Developer shall continue to have the exclusive authority to appoint the members of the Architectural Review Committee until such time as it shall in writing expressly confer such authority to the Association.

6.02 Purpose, Powers and Duties. The purpose of the Architectural Review Committee is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Architectural Review Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development; (ii) as to the location of the Structure with respect to topography, finished ground elevation and surrounding Structures; and (iii) other purposes reasonably determined by the Developer to be appropriate. To the extent necessary to carry out such purposes, the Architectural Review Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to the accomplishment of such purpose, including, without limitation, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

6.03 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been first submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be in such form and contain such information as may be reasonably required by the Architectural Review Committee.

6.04 Approval of Builders. Any builder, prior to performing any work on any Lot, must first be approved by the Architectural Review Committee as to financial stability and building experience and ability to build Structures of the class and type of those which are to be built on the Lot. Such approval shall be within the sole discretion of the Architectural Review Committee. No person shall be approved as a builder unless such person obtains his income primarily from construction of the type which builder is to perform upon the Lot. No Owner will be permitted to act as his own builder or contractor except where such Owner obtains his income primarily from the construction of the type of structures to be constructed on the Property and otherwise meets the qualifications hereinabove set forth.

6.05 Right of Inspection. The Architectural Review Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Review Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

6.06 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot in a manner that is not in accordance with the plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article VI, such erection, placement, maintenance of alteration shall be deemed to have been undertaken in violation of this Article VI and without the approval required herein. If in the opinion of the Architectural Review Committee such violation shall have occurred, the Architectural Review Committee shall be entitled and empowered, in addition to all other rights and remedies pursuant to this Declaration, at law or in equity, to enjoin or remove any such construction. Any costs and expenses including a reasonable attorney fee incurred by the Architectural Review Committee in enjoining and/or removing any construction or improvements shall be an Individual Assessment to which the Owner and his Lot are subject.

6.07 Responsibility for Agents. All builders and Owners shall be held responsible for the act of their employees, contractors, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a Structure. In this regard, a builder and Owner shall be responsible for the following:

(a) Ensuring that the construction site is kept clean and free of debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.

(b) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site or affect the quality of workmanship.

(c) Assuring that all Owners, builders, employees, sub-contractors and suppliers are properly insured.

(d) Assuring that all Owners, builders, employees, contractors, sub-contractors and suppliers do not commit any violation of this Declaration or the rules and regulations of the Association.

(e) Ensuring that all temporary driveways on the construction site are sufficiently graveled, that a portable toilet is available and used by the construction workers and that any mud or any debris caused by the construction are removed from the adjoining roadways as soon as reasonably possible. Further, silt fences shall be installed as required to keep silt, mud, and other debris off of the street.

6.08 No Modification of Legal Requirements. Nothing contained herein abrogates, modifies, or changes the applicability of any ordinances, statutes, codes, rules and regulations of Knox County or any other governmental unit, as applicable; nor abrogates, modifies, or changes the necessity of obtaining a building permit, inspection or otherwise complying with applicable provisions of governmental codes, statutes, ordinances, rules and regulations.

6.09 Management of Architectural Review Committee. The Developer shall continue to have the exclusive authority to appoint the member(s) of the Architectural Review Committee,

acting as the Board for such purpose, until such time as it shall in writing expressly confer such authority to the Association. Once such authority is conferred to the Association, (a) the Developer shall have no further rights or duties relative to the review or approval of plans and specifications (unless such plans and specifications were previously submitted and are then in the process of review), and (b) the Association shall be vested with all rights and powers of the Developer to appoint members of the Architectural Review Committee. Developer shall have the right to expressly confer the authority to appoint the member(s) of the Architectural Review Committee to the Association for only specific Lots in the Development, with the Developer retaining such authority as to the remaining Lots in the Development. Upon the Developer conferring to the Association any authority to appoint the member(s) of the Architectural Review Committee, the acting Board of Directors shall establish the number of such members of the Architectural Review Committee and shall appoint such members.

6.10 Applicability. The requirements of this Article VI shall not be applicable to the Developer, the Association or the Common Areas.

ARTICLE VII: RESTRICTIONS

7.01 Residential Use. Lots shall be restricted to residential use and shall not be used for commercial or industrial purposes, provided that a home-based business ancillary to residential use shall be permitted as long as such business does not reasonably impact the Development, it being understood that no signage or advertising for such home-based shall be permitted, and it being further understood that no unreasonable increase in traffic or any overloading or impact on resources used by other Owners (such as, without limitation, internet or telecommunications bandwidth) shall be permitted. Further, no house trailers, cabins, outbuildings or shacks shall be permitted on any Lot, and no mobile homes, campers or tents shall be placed on any Lot and used for residential purposes.

7.02 Antennas and Satellite Dishes. No satellite dishes with a diameter of more than thirty-six (36) inches shall be permitted on any Lot, and no more than two (2) such satellite dishes shall be permitted on any one Lot without the prior written approval of the Architectural Review Committee or Board of Directors, to be granted or withheld in its sole and absolute discretion. Further, no outside satellite dishes, radio transmission towers, receiving antennas or television antennas of any type may be installed so as to be visible from a street, except as approved by the Architectural Review Committee or Board of Directors, to be granted or withheld in its sole and absolute discretion.

7.03 Clotheslines. Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted.

7.04 Animals. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats and other household pets; provided, however, that no animals of any kind (including without limitation household pets) shall be kept, bred or maintained for commercial purposes.

7.05 Vehicles. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street or lawn of any Lot. Recreational vehicles, which include but are not limited to boats, trailers, campers and motor homes, may be stored or parked only in a garage, and shall at all times be kept in a clean and sightly condition.

7.06 Signs. No sign of any kind shall be displayed to public view, or to the view of any other Lot, except one (1) sign of not more than five (5) square feet for advertisement during construction, renovation or sale, and one (1) political campaign sign of not more than five (5) square feet. For rent or for lease signs are prohibited by this Section 7.06.

7.07 Trash. No Lot shall be used or maintained as a dumping ground for trash or rubbish. No trash, garbage or other waste shall be kept on any Lot, except on a temporary basis in covered containers.

7.08 Maintenance. Each Owner shall maintain its Lot, including the Structures and landscaping on such Lot, in a neat, clean and sanitary condition. Such obligation shall include, without limitation, the appropriate cleaning and painting of dwellings, garages and fences; mowing of grass; pruning of trees, shrubs, and hedges; raking of leaves; and weeding of flower beds and gardens.

7.09 Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. For purposes of this Declaration, basketball goals shall be considered a nuisance when placed on the street, sidewalk, or curb.

7.10 Waste. At no time shall any Lot be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected or excavated.

7.11. Fencing. No fencing may be erected on a Lot without the prior written approval of the Developer or the Architectural Review Committee. Developer or Architectural Review Committee may approve or reject an Owner's request for fencing based on the proposed dimensions of the fence, color, type of fence, location of fence or any other reasonable basis. Fences expected to have a negative impact on drainage or water flow across the subdivision shall not be approved. Such fences as may be erected on a Lot either without prior written approval or contrary to the approval granted under this Section shall be removed or corrected to comply with the approval by the Owner promptly upon the request of the Developer or the Architectural Review Committee. Costs associated with the removal or correction of any fencing as may be requested by the Developer or Architectural Review Committee shall be born solely by the Owner. Following removal, new or substitute fencing may only be erected on a Lot with the prior written approval of the Developer or Architectural Review Committee in accordance with this Section.

7.12 Swimming Pools. All swimming pools shall be in-ground pools. No above-ground pools shall be permitted. Pool construction, drainage, fencing, placement, and lighting plans shall

be submitted to the Developer or Architectural Review Committee for approval prior to the commencement of construction. There shall be no increase in drainage to other properties permitted because of a pool's construction. No swimming pool shall extend toward the front or side street property line beyond the rear corners of the residence. No lighting plans shall be approved unless consistent with the residential character of the neighborhood, and appropriately buffered to minimize the emission of such lighting to the surrounding residences.

ARTICLE VIII: ENFORCEMENT

8.01 General. The Developer, the Association, the Architectural Review Committee, and/or any Owner shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Further, the Developer, the Association, the Architectural Review Committee and/or any Owner may: (1) prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the declaration of covenants and restrictions, and, or (2) maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations, and/or to have any such violation removed from the Lot or cured. Failure by the Association, the Architectural Review Committee or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

8.02 Abatement. In addition to other rights and remedies provided herein, the Architectural Review Committee and the Association shall each have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Review Committee and/or the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

8.03 Cumulative. The remedies contained in this Declaration shall be construed as cumulative of all other remedies now or hereafter provided by law. If the Developer, the Association, the Architectural Review Committee, or any Owner shall successfully prosecute in law or equity an action pursuant to this or any other enforcement section of these covenants or restrictions, then that party shall be entitled to receive its reasonable attorney's fees and the costs reasonably necessary to prosecute the case against the party violating the covenants and restrictions herein.

ARTICLE IX: RETENTION OF EASEMENTS

9.01 Reservation. In addition to all restrictions and limitations imposed by this Declaration, by the Plat, and by applicable zoning regulations, there is hereby reserved in favor of the Developer (for so long as the Developer shall own any Lot in the Development), the Association, and the Owners the following permanent, non-exclusive easements, which shall run with the land as a burden and a benefit to each Lot, the Owners, and their personal representatives, heirs, successors and assigns, as well as the Common Areas, the Developer and the Association:

(a) The Developer hereby declares and establishes a permanent, non-exclusive easement for the installation and maintenance of underground utilities on, over, under and across each Lot at the locations shown on the Plat;

(b) The Developer hereby declares and establishes a permanent, non-exclusive easement for drainage and the installation and maintenance of all pipes, ditches and other stormwater improvements and facilities which may be appropriate, on, over and across each Lot at the locations shown on the Plat; and

(c) The Developer hereby declares and establishes a permanent, non-exclusive easement for access to and maintenance and repair of any Development improvements, such as sidewalks, street lights and signage.

9.02 Other Easements. In addition to the easements reserved in Section 9.01 above, and all other rights provided by this Declaration, Developer reserves for the benefit of Developer and the Association (a) the right and easement on the Common Areas to erect, install or maintain signs, sales offices, construction offices and other facilities for the construction of Structures and the sale of Lots, and (b) the right and easement, and the power to grant, accept or transfer easements from or to any governmental or public authority or utility, on the Common Areas and the Lots for the purpose of installing, replacing, repairs and maintaining utility systems (including without limitation cable television systems and drainage facilities), provided such easements do not materially affect the marketability or value of any such Lot. Developer also reserves for the benefit of Developer, the Association and the Architectural Review Committee the right to enter any Lot and to take any such action as is appropriate in connection with the right of abatement reserved pursuant to Section 8.02 of this Declaration.

9.03 Owner's Right to Use. The Owner of any Lot may use and enjoy such Lot to the full extent of such Lot; provided that said use and enjoyment does not damage or materially alter any improvements constructed, installed or maintained pursuant to an easement reserved in this Article IX (including drainage and slope), or impair the access to such improvements.

9.04. Maintenance of Improvements on Easements. The Association shall be responsible for appropriate maintenance, repair and replacement of improvements constructed, installed or maintained pursuant to an easement reserved in this Article IX. Maintenance for entrance signs shall include payment for electricity necessary for included lighting, if applicable.

ARTICLE X: AMENDMENT

10.01 Developer's Right to Amend. In addition to the rights provided by Section 2.02 of this Declaration, for so long as the Developer owns any Lot in the Development, the Developer may amend this Declaration without obtaining the prior approval of any Owner or other person; provided that if such amendment (a) has a direct and material effect on any Owner's right to the use and enjoyment of its specific Lot or (b) adversely affects the title to any Owner's specific Lot, such amendment shall require the written consent of the Owner of the affected Lot. Any such amendment shall be effective only upon recording with the Register's Office of Knox County, Tennessee, or such later date as may be provided in such amendment.

10.02 Association's Right to Amend. The Association may amend this Declaration only upon the affirmative vote of two-thirds (2/3) of its Members at a duly held meeting; provided, however, that in the event the Developer owns one or more Lots in the Development, the Association shall not be permitted to amend this Declaration unless such amendment is approved in writing by Developer.

ARTICLE XI: MISCELLANEOUS

11.01 Term. This Declaration shall take effect immediately and shall be binding on all parties and all persons claiming under them until the date that is twenty (20) years from the date of Developer's execution hereof, and which time this Declaration shall be automatically renewed for successive periods of ten (10) years each, unless sooner modified or amended as provided in this Declaration.

11.02 Severability. Invalidation of any portion of this Declaration by judgment or court order shall not in any way affect any of the other provisions of this Declaration, which shall remain in full force and effect.

11.03 Division of Lots. No Lot shall be subdivided or reduced in size by any method such as voluntary alienation, partition, judicial sale, or other process of any kind except for the explicit purpose of increasing the size of another Lot.

11.04 Waiver. No failure of the Developer, the Association, the Architectural Review Committee or any Owner to enforce any provision contained in this Declaration, or the Charter, Bylaws, or any rules and regulations enacted by the Association shall be construed as a waiver of said violation, unless such waiver is expressly set forth in a written instrument.

11.05 Assignment. Any or all of the rights, powers, titles, easements and estates reserved or given to the Developer in this Declaration may be assigned to any one or more persons or entities, who shall agree to assume said rights, powers, duties and obligations. Any such assignment shall be made in writing by an appropriate instrument, which the assignee shall join for the purpose of evidencing its acceptance of such rights, powers, obligations and duties. Upon such assignment, the Developer shall thereafter be released from all obligations and duties pursuant to this Declaration.

11.06 Captions. The captions used in this Declaration are for convenience purposes only, and shall not be construed to limit the contents or meaning of the provisions contained in this Declaration.

11.07 Governing Law. This Declaration shall be governed, interpreted, construed and regulated by the laws of the State of Tennessee.

IN WITNESS WHEREOF, Developer has executed this Declaration as of the date above written.

DEVELOPER:

PRIMOS LAND COMPANY, LLC
a Tennessee limited liability company

By:_____
Josh Sanderson, its President

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, Josh Sanderson, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Primos Land Company, LLC, the within named bargainor, a Tennessee limited liability company, and as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as such President.

WITNESS my hand and official seal at office this 25 day of May, 2023.

My Commission expires: 8/2/25

Notary Public

C. K. HAYNES
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY, TN

EXHIBIT A

Boundary Description for
Honey Oaks Subdivision, Unit-1
Tax Map 013, Part of Parcel 115.01
Deed References: Inst. 200210609010 1507
Plat References: Inst. 202305190062104

SITUATED, LYING, and BEING in the Eighth (8th) Civil District of Knox County, Tennessee, and without the corporate limits of any municipalities, and being more particularly bounded and described as follows:

BEGINNING at an iron pin set on the western right-of-way line of Tazewell Pike, 44.0 feet more or less from the centerline and 577 feet in a southerly direction from the point of the intersection of the southern right-of-way line of Honey Oaks Road and the western right-of-way line of Tazewell Pike; thence from said the POINT OF BEGINNING, and leaving the western right-of-way line of Tazewell Pike and with the property of Huey Douglas and Pamela Parker (Deed 2022, Page 398), North 48 degrees 47 minutes West, 282.04 feet to an iron pin set; thence with the property of Primos Land Company LLC (Deed inst. # 202106090101507), North 53 degrees 07 minutes West, 340.83 feet to an iron pin set; thence North 52 degrees 25 minutes West, 440.45 feet to an iron pin set; thence North 21 degrees 17 minutes East, 106.63 feet to an iron pin set; thence North 69 degrees 04 minutes West, 98.61 feet to an iron pin set on the eastern right-of-way line of Clover Patch Drive; thence South 64 degrees 39 minutes West, 73.77 feet to an iron pin set on the western right-of-way line of Clover Patch Drive; thence with the property line of Primos Land Company LLC (Deed inst. # 202106090101507), North 55 degrees 33 minutes West, 144.75 feet to an iron pin set; thence South 34 degrees 27 minutes West, 30.00 feet to an iron pin set; thence North 55 degrees 33 minutes West, 218.52 feet to an iron pin set; thence North 22 degrees 47 minutes West, 109.03 feet to an iron pin set; thence North 63 degrees 47 minutes West, 81.53 feet to an iron pin set on the eastern right-of-way line of Treeline Lane; thence North 61 degrees 43 minutes West, 50.03 feet to an iron pin set on the western right-of-way line of Treeline Lane; thence leaving the western right-of-way line of Treeline Lane and with the property line of Primos Land Company LLC (Deed inst. # 202106090101507), North 63 degrees 47 minutes West, 125.23 feet to an iron pin set; thence with the property line of Janice Fay and James Clark (Deed Inst.# 201608090009155), North 26 degrees 19 minutes East, 55.00 feet to an iron pin set; thence with the property line of Primos Land Company LLC (Deed inst. # 202106090101507), South 63 degrees 47 minutes East, 125.13 feet to an iron pin set on the western right-of-way line of Treeline Lane; thence with the western right-of-way line of Treeline Lane, North 26 degrees 13 minutes East, 110.00 feet to an iron pin set; thence leaving the western right-of-way line of Treeline Lane and with the property line of Primos Land Company LLC (Deed inst. # 202106090101507), North 63 degrees 47 minutes West, 124.94 feet to an iron pin set; thence with the property line of Janice Fay and James Clark (Deed Inst.# 201608090009155), North 26 degrees 19 minutes East, 72.67 feet to an iron pin set; thence with the property line of Primos Land Company LLC (Deed inst. # 202106090101507), South 55 degrees 27 minutes East, 128.55 feet to an iron pin set on the western right-of-way line of Treeline Lane; thence North 86 degrees 30 minutes East, 70.44 feet to an iron pin set on the eastern right-of-way line of Treeline Lane; thence with the property line of Primos Land Company LLC (Deed inst. #

202106090101507), South 55 degrees 36 minutes East, 122.79 feet to an iron pin set; thence North 46 degrees 52 minutes East, 14.73 feet to an iron pin set; thence South 63 degrees 58 minutes East, 279.85 feet to an iron pin set; thence South 89 degrees 56 minutes East, 201.34 feet to an iron pin set; thence with the property line of Norman and Patricia Dalton (Deed Inst.# 201803130053882), South 54 degrees 57 minutes East, 229.34 feet to an iron pin set; thence with the property line of Jason and Patria Sharp (Deed Inst.# 201509090016036), South 54 degrees 28 minutes East, 168.47 feet to an iron pin set; thence South 34 degrees 04 minutes West, 93.00 feet to an iron pin set; thence South 34 degrees 11 minutes West, 29.86 feet to an iron pin set; thence South 40 degrees 49 minutes East, 135.20 feet to an iron pin set; thence with the property line of Ashely Metrakos (Deed Inst.# 202106150102969 and Plat: P-77-D), David and Margaret Hensley (Deed Inst.# 201205170065070 and Plat: 97L-32), and David and Teresa Hensley (Deed Inst.# 199907080002065 and Plat: 70L-40), South 50 degrees 57 minutes East, 584.59 feet to an iron pin set; thence South 58 degrees 38 minutes West, 33.82 feet to an iron pin set on the western right-of-way line of Tazewell Pike; thence with the western right-of-way line of Tazewell Pike, South 23 degrees 36 minutes West, 134.52 feet to a point, the point of intersection of the western right-of-way line of Tazewell Pike and the northern right-of-way line of Honey Oaks Road; thence South 23 degrees 36 minutes West, 48.90 feet to a point, the point of intersection of the western right-of-way line of Tazewell Pike and the southern right-of-way line of Honey Oaks Road; thence South 23 degrees 36 minutes West, 145.00 feet to an iron pin set, the POINT OF BEGINNING, and containing 14.41 acres more or less according to a plat by Southland Engineering Consultants, LLC bearing Drawing No. HOS-03-13-23-U-1-FP, dated 03/13/ 2023.

EXHIBIT B
ASSOCIATION BYLAWS

BYLAWS OF
HONEY OAKS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.,
A CORPORATION NOT FOR PROFIT

I. GENERAL PURPOSE

Honey Oaks Subdivision Homeowners Association, Inc. (hereinafter the "Association") has been organized for the purpose of administering the operation and management of Honey Oaks Subdivision ("Honey Oaks Subdivision"), a residential subdivision development located in Knox County, Tennessee. Honey Oaks Subdivision is more particularly described in the Declaration of Covenants, Restrictions and Easements establishing, governing and restricting Honey Oaks Subdivision (as subsequently amended or modified, the "Declaration"). The terms and provisions of these Bylaws are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Charter of Honey Oaks Subdivision Homeowners Association, Inc. (the "Charter") and in the Declaration. The terms and provisions of such Charter and Declaration are incorporated herein by reference and shall be controlling wherever the same may be in conflict herewith. For purposes of these Bylaws, initial capitalized terms shall have the meanings set forth in the Declaration unless otherwise stated or the context so requires. As used herein, "Developer" refers to Primos Land Company, LLC, a Tennessee limited liability company, and its successors and assigns.

II. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner of a Lot in Honey Oaks Subdivision shall be a mandatory member of the Association (hereinafter referred to as a "Member"). The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot in Honey Oaks Subdivision which is subject to the Declaration and shall pass automatically to an Owner's successor-in-title or interest to the Lot.

B. Voting Rights. The Association shall have two classes of voting membership:

(i) THE CLASS A MEMBERS shall be all Members other than Developer, for as long as Class B Membership exists. Class A Members shall be entitled to one vote for each Lot in Honey Oaks Subdivision in which such Class A Member holds the interest required for membership in the Association. When more than one person or entity holds such interest or interests in any Lot in Honey Oaks Subdivision, all such persons or entities shall be deemed Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be case with respect to such Lot.

(ii) THE CLASS B MEMBER shall be the Developer. The Class B Member shall be entitled to one hundred (100) votes for each Lot in Honey Oaks Subdivision in which such Class B Member holds the interest required for membership in the Association. Said Class B Membership shall remain in the Developer and its assignees until such time as Developer has relinquished ownership of all Lots in Honey Oaks Subdivision, or until such time as Developer deems it appropriate to terminate Class B Membership, at which time Class B Membership shall cease to exist and there shall thereafter only be Class A Membership.

C. **Change of Membership**. Change of membership shall be accomplished by recording in the Register's Office for Knox County, Tennessee a deed or other instrument establishing record title to a Lot in Honey Oaks Subdivision, and delivery to the Secretary/Treasurer of the Association of a certified copy of such instrument. The membership of the prior Lot Owner shall be thereby terminated.

D. **Proxies.** Proxy ballots shall be permitted with respect to all elections of Directors, and all amendments to the Charter, the Declaration or these Bylaws, or any other matter which is to come before a meeting of the membership of the Association. All proxies shall be in writing, signed by the individual Lot Owner or Owners or by his or her duly authorized representative(s) and delivered to the Secretary/Treasurer of the Association, or such other person as the President may designate, at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast.

III. MEETINGS OF MEMBERS

A. **Annual Meeting.** The first annual meeting of the Members shall be held on such date as is fixed by the Board, which date shall be sixty (60) days from the date when 100% of all the Lots in Honey Oaks Subdivision have been conveyed by the Developer, or such earlier time as selected by the Developer. Thereafter, an annual meeting of the Members shall be held on such date as selected by the Board which is within thirty (30) days before or after each annual anniversary of the first annual meeting of the Members. If such day be a legal holiday, the meeting shall be held on the next succeeding business day. At the annual meeting of the Members, the Members shall elect directors to the Board and transact such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of the Association shall cause the election to be held at a special meeting of the Members called as soon thereafter as may be convenient.

B. **Special Meetings.** Special meetings of the Members may be called by the Board, the President or by not less than one-fifth (1/5) of the Members. The notice for any special meeting shall specify the matters to be considered at such special meeting.

C. **Place and Time of Meeting.** All regular meetings of the Members shall take place at such time and location as the Board shall designate. The time and place of all special meetings shall be designated by the person or persons calling the special meeting.

D. **Notice of Meetings.** Written or printed notice stating the place, day and hour of any regular or special meeting of the Members shall be delivered personally or by the mail to each Member entitled to vote at such meeting in care of his or her residence not less than ten (10) nor more than thirty (30) days before the date of such meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. The notice of a meeting shall be deemed delivered when personally delivered, or if mailed, when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association.

E. **Quorum.** To establish a quorum at any annual or special meeting there must be present or represented by proxy Owners of Lots holding ten percent (10%) of all votes (determined with reference to total Class A and Class B memberships) entitled to be cast at any meeting of the Members.

F. **Manner of Acting.** Except as set forth below and except as otherwise required by these Bylaws any action to be taken at any meeting of the Members at which a quorum is present shall be upon the affirmative vote of a majority of the votes which may be cast at such meeting.

G. **Organization.** At each meeting of the Association, the President, or, in his or her absence, the Vice-President, or in their absence, Members present in person or represented by proxy and entitled to vote thereat, shall act as a chairperson, and the Secretary/Treasurer, or in his or her absence, a person whom the chairperson shall appoint, shall act as secretary of the meeting.

H. **Order of Business.** The order of business at the annual meeting of the Members or at any special meetings insofar as practicable shall be:

1. Roll call (or check-in procedure)
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Establish number and term of memberships of the Board of Directors (if required and noticed)
5. Reports of Committees
6. Election of directors (if required and noticed)
7. Unfinished Business
8. New Business
9. Ratification of Budget (if required and noticed)
10. Adjournment.

IV. BOARD OF DIRECTORS

A. **Composition.** The affairs of the Association shall be governed by the Board. The initial Board shall be composed of one (1) person designated by the Developer, as provided in the Charter, who shall serve as the sole member of the Board until the first meeting of the Members of the Association at which directors are elected pursuant to Section A of Article III. The conditions, limitations and restrictions set forth in Sections A through K, inclusive of this Article IV shall not apply to the initial Board or the member thereof, and said conditions, limitations and restrictions applicable to the initial Board shall be determined by the Developer; provided, however, (i) Section L of this Article IV shall apply to the initial Board; and (ii) this Article IV shall apply fully to directors elected at and after the first meeting of the members of the Association.

After the initial Board, the following shall apply to directors:

1. The directors shall be Owners or spouses of such Owners; provided, however, that no Owner and his or her spouse may serve on the Board at the same time.

2. In the event that an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a director.
3. A director may succeed himself in office.
4. At and after the first election of directors, there shall be a total of five (5) directors.

B. Term of Office. The directors shall be elected as provided in Section F of this Article IV. Each director, except in case of death, resignation, retirement, disqualification or removal, shall serve until his or her successor shall have been elected and qualified.

C. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority vote of the members of the Association and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

D. Vacancies. Vacancies in the Board caused by any reason, but excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board for the remainder of the term of the director being replaced. Said director shall serve until a successor shall be elected at the annual meeting of the Association to fill the unexpired portion of the term.

E. Nomination. Nomination for election to the Board may be made by a nominating committee which shall consist of three (3) members of the Association appointed by the President of the Association (who may but need not be members of the Board) to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals. The nominations shall be made at least twenty-one (21) days prior to the annual meeting and a brief statement about the qualifications of each individual nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the floor at the meeting. Failure to comply with the provision hereof shall in no way invalidate the election of directors so nominated.

F. Elections. The first election of directors shall occur at the first annual meeting of the members of the Association pursuant to Section A of Article III. Until such time, the members of the Board shall be the initial Board appointed by the Developer. At the first annual meeting of the members of the Association and thereafter, the Owners shall be entitled to vote for directors and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

G. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six months. The Board shall meet within ten (10) days after each annual meeting of members.

H. **Special Meetings.** Special meetings of the Board may be called by the President of the Association on three (3) days notice to each director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary/Treasurer of the Association in like manner and on like notice on the written request of at least two (2) directors or as specified in this Article IV, Section L.11.

I. **Quorum.** A quorum of directors shall be deemed present throughout any Board meeting at which a majority of the directors are present at the beginning of such meeting.

J. **Conduct of Meetings.** The President of the Association shall also preside over all meetings of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with these Bylaws or the Declaration.

K. **Action Without a Meeting.** Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board.

L. **Powers and Duties.** The Board shall exercise for the Association all powers, duties and authority vested therein by these Bylaws or the Declaration, except for such powers, duties and authority specifically reserved herein to the Members of the Association or the Developer. The Board shall have the following powers and duties:

1. to elect the officers of the Association as hereinafter provided;
2. to administer the affairs of the Association;
3. to engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent") to perform the Association's obligations as to Honey Oaks Subdivision, including a Managing Agent which is affiliated with one or more directors, or the Developer, or both;
4. to have access to each Lot (excluding buildings) from time to time as may be necessary for the Association's obligations as to Honey Oaks Subdivision;
5. to obtain adequate and appropriate kinds of insurance;
6. to engage or contract for the services of others, and to make purchases, and to delegate any such powers to a Managing Agent (and any employee or agents of a Managing Agent);
7. to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;
8. to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
9. to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the Members the annual and special assessments;

10. to cause to be kept a complete record of all its acts and corporate affairs, to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote and to file Federal and State tax returns as required by law;
11. to bid and purchase, for and on behalf of the Association, any Lot, or interest therein, at a sale pursuant to a deed of trust foreclosure, a foreclosure of the lien for annual assessments, special assessments or both, or any order or direction of a court, or at any other involuntary sale, upon the affirmative vote of not less than 75% of the votes of Members at a meeting duly called for that purpose, provided that the Members shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Lot or interest therein;
12. to make such mortgage loan arrangements and special assessments proportionately among the respective Members, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase of a Lot, or interest therein, by the Association; provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in Honey Oaks Subdivision other than the Lot, or interest therein, to be purchased or leased;
13. to enforce by legal means the provisions of these Bylaws and the Declaration with respect to Honey Oaks Subdivision;
14. to renew, extend or compromise indebtedness owed to or by the Association;
15. unless otherwise provided herein, to comply with the instructions or a majority of the Members as expressed in a resolution duly adopted at any annual or special meeting of the Association;
16. the Association shall (i) have all powers permitted to be exercised by a nonprofit corporation and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration and these Bylaws;
17. to 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 by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
18. to supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
19. to employee attorneys to represent the Association when deemed necessary;
20. to suspend the voting rights of a Member during any period in which such Member shall be in default under the provisions of the Declaration or these Bylaws in the payment of any assessment, dues or charges levied by the Association. Such rights may also be suspended after sixty (60) days for infraction of published rules and regulations; and

21. to declare the office of a director of the Board to be vacant in the event such director shall be absent from (3) consecutive regular meetings of the Board.

M. **Nondelegation.** Nothing in this Article or elsewhere in the Declaration or in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, pursuant to the Declaration or by law, have been specifically delegated to or reserved for the Owners.

V. OFFICERS

A. **Designation.** The executive officers of the Association shall be a President and a Secretary/Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may also appoint such other officers as in its judgment may be necessary to manage the affairs of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary/Treasurer.

B. **Election of Officers.** Until the first election of directors, the officers of the Association shall be as designated by the initial board. Thereafter, the officers of the Association shall be elected annually by the Board of Directors at the Board of Directors meeting following the first and each annual meeting of the Members. Such officers shall hold office at the pleasure of the Board of Directors.

C. **Removal of Officers.** Upon any affirmative vote of a majority of the full number of directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes.

D. **Duties and Responsibilities of Officers.**

1. The President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the Association and the Board of Directors. He or she shall have all the powers and duties which are usually vested in the office of the President of an association including but not limited to the power to appoint committees from among the Members from time to time, as he or she may in his or her discretion determine appropriate, to assist in the conduct of the affairs of the Association. He or she may sign, with the Secretary/Treasurer or any other officer of the Association authorized by the Board, any deeds, mortgages, contracts or other instruments which the Board has authorized to be executed.

2. The Secretary/Treasurer shall keep the minutes of all proceedings of the Board of Directors and the Members. He or she shall attend to the giving and serving of all notices to the Members and directors, and such other notices required by law. He or she shall keep the books and records of the Association and shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the Assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all other duties incident

to the office of Secretary/Treasurer and as may be required by the Board or the President of the Association.

VI. COMMITTEES

The Board may form committees as it deems necessary, in its sole discretion, except as provided below.

VII. COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS

A. Compensation. No compensation shall be paid to the President or the Vice-President or any director or committee member for acting as such officer or director. The Secretary/Treasurer may be compensated for his or her services if the Board of Directors determines that such compensation is appropriate. Nothing herein stated shall prevent any officer, director, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association; provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board of Directors.

B. Indemnification. Each director, officer or committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director, committee member or agent of the Association, and in connection with any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein he or she is adjudged guilty of willful misfeasance or gross negligence in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer or committee member may be entitled.

C. Exculpability. Unless acting in bad faith, neither the Board of Directors as a body nor any director, officer, committee member or agent of the Association, shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his or her office. Each Member shall be bound by the good faith actions of Board of Directors, officers, committee members or agents of the Association, in the execution of the duties of said directors, officers, committee members or agents.

VIII. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

A. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

B. **Checks, Drafts.** All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Secretary/Treasurer and countersigned by the President of the Association.

C. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

IX. BOOKS AND RECORDS

The Association shall keep correct and complete books an records of account and shall also keep minutes of the proceedings of the meetings of the Owners, Board and committees having any of the authority of the Board, and the Secretary/Treasurer of the Association shall keep a record giving the names and addresses of the Owners entitled to vote. All books and records of the Association may be inspected by any Owner, or his agent or attorney for any proper purposes at any reasonable time.

X. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year.

XI. SEAL

The Association shall not have a seal.

XII. FISCAL MANAGEMENT

A. **Depository.** The depository of the Association shall be such bank or banks and/or federal savings and loan associations as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be by such persons as are authorized by the Board of Directors.

B. **Tax Returns, etc.** The annual federal income tax return of the Association (plus such other federal, state or local tax returns or filing which the Association is required to file or submit) shall be prepared by a certified public accountant selected and designated by the Board of Directors. In addition, the Board of Directors by resolution may require for each or any year a compilation, review or audit of the books, records, and accounts of the Association to be performed by a certified public accountant. The cost of the compilation, review or audit, as the case may be, shall be deemed a common expense. If such compilation, review or audit shall be conducted, a copy of any report(s) generated as a result thereof shall be provided to each Member not later than ninety (90) days following the end of the year for which the report(s) is made.

C. **Examination of Books and Records.** The Board of Directors shall keep a book with a detailed account, in chronological order, of the receipts and expenditures affecting Honey Oaks Subdivision and its administration. Such book, the vouchers accrediting the entries made thereon, copies of the Declaration, these Bylaws and other books, records and financial statements of the Association shall be maintained at the principal office of the Association and shall be available for inspection by Members during normal business hours or under any other reasonable circumstances.

D. **Management Contracts.** The Association may enter into professional management contracts or other agreements; provided, however, that each such contract or other agreement shall contain a right of termination with or without cause that the Association can exercise at any time; such right to be exercised without penalty on advance notice of more than ninety (90) days.

E. **Fidelity Bonds.** The Association shall maintain blanket fidelity bonds for all persons who either handle or are responsible for funds held or administered by the Association, whether or not they receive compensation for such services. Any Managing Agent that handles funds for the Association shall also be covered by a fidelity bond.

F. **Interest and Attorneys' Fees.** The Board of Directors shall have the option, in connection with the collection of any charge or assessment from a Lot Owner, to impose a late fee, or an interest charge at a rate of eighteen percent (18%) per annum or the highest legal rate then chargeable, whichever is less, from the date the charge or Assessment was due until paid. In the event attorneys' fees are incurred by the Board of Directors in the collection of such charges, the Lot Owner shall be responsible for payment of all reasonable attorneys' fees, in addition to such costs allowable by law.

XIII. OBLIGATIONS AND RESTRICTIONS OF LOT OWNERS

A. **Restrictions.** All Lots and Owners in Honey Oaks Subdivision shall be subject to the covenants and restrictions contained in the Declaration.

B. **Rules of Conduct**. In order to assure the peaceful and orderly use and enjoyment of the Lots in Honey Oaks Subdivision, the Association may, from time to time, adopt, modify and revoke in whole or in part, by a majority vote of the Members present in person or represented by proxy at any annual meeting or special meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules of Conduct and to be consistent with the Declaration and these Bylaws, governing the conduct of persons in Honey Oaks Subdivision as deemed necessary by the Association. Such Rules of Conduct, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Owner, and shall be binding upon all Lot Owners and occupants of Lots in the subdivision development.

XIV. INSURANCE

The Board, or its duly authorized agent, shall obtain such insurance policies upon Honey Oaks Subdivision as the Board deems necessary or desirable in its sole discretion. The named insured on all policies of insurance shall be the Association.

XV. ENFORCEMENT

A. Enforcement. The Board shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: lawful self-help; sending notice to the offending party to cause certain things to be done or undone, restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

B. Waiver. No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

XVI. AMENDMENTS

Until the date of the first annual meeting of the Members as provided in Article III, Section A, these Bylaws may be altered and/or amended only by the Developer. From and after the date of the first annual meeting of the Members, these Bylaws may be altered, amended or repealed and new bylaws may be adopted by the affirmative vote of 75% of all votes entitled to be cast at a regular meeting or at any special meeting called for such purpose, and only upon the consent and written approval of the Developer, for so long as the Developer shall be the Owner of any Lot. An amendment or addition to these Bylaws when adopted shall become effective only after being recorded in the Register's Office for Knox County, Tennessee, as an amendment to the Declaration. These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration.

XVII. INVALIDITY

The invalidity of any part of these Bylaws shall not impair or affect in any manner the enforceability or affect the remaining provisions of the Bylaws.

The foregoing were adopted as Bylaws of Honey Oaks Subdivision Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Tennessee, by the Initial Director as of the 25 day of May, 2023

Josh Sanderson, Initial Director

STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

Before me, C K Haynes , a Notary Public of the state and county aforesaid, personally appeared Josh Sanderson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Initial Director of Honey Oaks Subdivision Homeowners Association, Inc., a Tennessee nonprofit corporation, and that he as such Initial Director executed the foregoing instrument for the purpose therein contained, by signing the name of the nonprofit corporation by himself as sole Initial Director.

WITNESS my hand and official seal this 25 day of May, 2023.

Notary Public

My Commission Expires: 8/2/25

C. K. HAYNES
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY, TN

EXHIBIT C
ASSOCIATION CHARTER

B1347-5105 05/25/2023 10:32 AM Received by Tennessee Secretary of State Tre Hargett

FILED 19

CHARTER
OF
HONEY OAKS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

The undersigned, acting as the incorporator under the Tennessee Nonprofit Corporation Act, hereby adopts the following charter for and on behalf of Honey Oaks Subdivision Homeowners Association, Inc. (the "Corporation"):

1. **Name.** The name of the Corporation is Honey Oaks Subdivision Homeowner's Association, Inc.

2. **Mutual Benefit.** The Corporation is a mutual benefit corporation.

3. **Registered Office and Agent.** The address of the registered office of the Corporation is 4909 Ball Road, Knoxville, Knox County, Tennessee 37931. The name of the registered agent at that office shall be Josh Sanderson.

4. **Incorporator.** The name of the sole incorporator is Deborah Buchholz, whose address is 265 Brookview Centre Way, Suite 604, Knoxville, Knox County, Tennessee 37919.

5. **Principal Office.** The street address of the principal office of the Corporation is 4909 Ball Road, Knoxville, Knox County, Tennessee 37931. Business email is josh@rhsco.com.

6. **Not-for-Profit.** The Corporation is not for profit.

7. **Members.** The Corporation will have members, the identity, rights and duties of which shall be determined in accordance with that certain Declaration of Covenants, Restrictions and Easements Honey Oaks Subdivision (the "Restrictive Covenants") and the Bylaws of Honey Oaks Subdivision Homeowners Association, Inc. (the "Bylaws"), each as modified or amended from time to time.

8. **Purpose.** The purpose for which the Corporation is organized is to operate, manage, maintain and administer, subject to the Restrictive Covenants and Bylaws, the affairs of Honey Oaks Subdivision, a residential subdivision development located in Knox County, Tennessee, for the use and benefit of the owners of lots in Honey Oaks Subdivision.

9. **Initial Director.** The initial member of the board of directors of the Corporation is Josh Sanderson.

10. **Distribution of Assets Upon Dissolution.** In the event the board of directors has recommended and the members have approved the dissolution of the Corporation, the board of directors, after paying or making provisions for payment of all of the liabilities and obligations of the Corporation, shall distribute all of the assets of the Corporation in such manner as the members direct, but in all events in a manner consistent with the terms of the Tennessee Nonprofit Corporation Act and applicable law.

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11. **Limitation of Liability.** The liability of any member, director, officer, employee or agent of the Corporation, and their respective successors in interest, shall be eliminated and limited to the fullest extent allowed under the Tennessee Nonprofit Corporation Act, as amended from time to time, or any subsequent law, rule or regulation adopted in lieu thereof.

12. **Indemnification.** The Corporation may indemnify and advance expenses to any member, director, officer, employee or agent of the Corporation, and their respective successors in interest, to the fullest extent allowed by the Tennessee Nonprofit Corporation Act, as amended from time to time, or any subsequent law, rule or regulation adopted in lieu thereof.

13. **Member Quorum or Voting Requirements.** The Corporation's members may adopt or amend a bylaw that fixes a greater quorum or voting requirement for members than is required under the Tennessee Nonprofit Corporation Act.

Dated: May 25, 2023.

Deborah Buchholz, Incorporator