

PREPARED BY AND RETURN TO:
J. Terry Pitts, Attorney
60 Germantown Court, Suite 101
Cordova, TN 38018

PHASE I
THE STABLES SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration is made this 8 day of September, 2014, by the Stables Group LLC, a Tennessee limited liability company, hereinafter known as "Declarant";

Whereas, Declarant is the owner of certain real property known as The Stables Subdivision, as shown of record in the Register's Office of Shelby County, Tennessee, in Plat Book 199, Page 29, which subdivision is more particularly described on Exhibit "A" attached hereto;

Whereas, Declarant desires to provide for the maintenance of areas shown on the recorded plat designated as "Common Open Space", and certain areas adjacent thereto.

Now, therefore, Declarant hereby declares that all lots of Phase I, The Stables Subdivision on plat of record as shown in Plat Book 260, page 43, shall be held, transferred, conveyed, sold, hypothecated, and used subject to the covenants and restrictions hereinafter set forth and each owner of a lot shall take title subject to and shall be bound by the following covenants and restrictions, which shall be covenants that run with the land and shall likewise be binding on all future owners;

DEFINITIONS

As used herein the following words shall have the meanings as follows:

1. "Association" shall mean Stables Subdivision Homeowners' Association, Inc., a non profit, non stock corporation, a copy of the Charter of which is attached hereto marked Exhibit "B", and a copy of the By-Laws of which is attached hereto marked Exhibit "C". Each owner is automatically a member.
2. "Common Open Space" as used herein shall mean that property designated on the recorded plat as "Common Open Space" and it shall be governed and maintained subject to the covenants and restrictions set forth herein and as shown on the recorded plat. The Association shall own that common open space designated on the recorded plat.
3. "Declaration" shall mean the covenants and restrictions set forth herein.

4. "Owner" shall mean the record owner, whether one or more persons or entities of fee simple title to any of the lots of Phase I, The Stables Subdivision, but excluding any person or entity which holds an interest to secure the repayment of an obligation.

The "Owner" of each lot shall be deemed bound by the terms and conditions set forth in this Declaration, regardless of whether the instrument of conveyance references this Declaration, and shall be deemed at the time of acceptance of delivery of such instrument of conveyance as may be used to transfer an interest, to consent and agree to the payment of any and all maintenance assessments as may be levied by the Association as herein provided.

The "Owner" of each lot shall pay to the Association such assessments and at such times as determined by the Association in accordance with its bylaws.

COVENANTS AND RESTRICTIONS

1. These covenants, limitations and restrictions are to run with the land and shall be binding upon all parties or persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants, limitations and restrictions shall be automatically extended for successive ten (10) year periods, unless by vote of the majority of the then-owners of lots in this subdivision, it is agreed to change them in whole or in part.
2. If any owners of lots in this subdivision, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants, limitations or restrictions herein, it shall be lawful for any other person or persons owning real property in this subdivision and/or The Stables Homeowners' Association, the property owners Association for this subdivision (the "Association"), to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, limitations or restrictions, either to prevent him or them from so doing or to recover damages, attorney's fees and all related costs or other dues for each such violation.
3. All lots shown hereon, except for lots designated as common open space, shall only be used as residential lots and may not be resubdivided into smaller lots. The Wildlife Property is not subject to these restrictions.
4. A. Initial Approval. No structure shall be erected on any lot until the design and plot plan, including but not limited to, exterior materials, paint colors, trim colors, siding colors, painted brick colors, roof colors, shutter materials and shutter colors, have been approved in writing by The Stables Group LLC ("Stables Group") or its designated representative. Stables Group or its designated representative will publish a list of architectural guidelines to deal with specific design criteria for improvements to be built in the subdivision, which list may be changed from time to time. These architectural guidelines are to ensure neighborhood preservation and encourage neighborhood aesthetics. Additionally, the architectural guidelines are to ensure the improvements within the development are generally harmonious, aesthetically consistent, conform to good architectural standards and provide for a residential development with common elements and/or features in order that the properties within the development enhance the value of one another. The architectural

guidelines shall apply to each Lot and/or Parcel to ensure the best use and consistent development of each.

If approval or disapproval is not received within sixty (60) days of submittal of plans, such approval will not be required and this covenant will be deemed to have been complied with.

B. Subsequent Approval. Any subsequent changes, after the initially approved plans, (including existing structures or new structures), to the exterior colors and/or materials of any improvement located on each lot, including, but not limited to, paint color, trim color, siding color, painted brick color, roof color, shutter materials and shutter color, must be approved in advance by Stables Group or its designated representative.

5. The minimum heated floor area for each residence to be constructed on a lot exclusive of open porches and garages, shall be 3200 square feet.
6. No structure shall be erected, placed, altered, or permitted to remain on any lot in this subdivision other than one single-family detached dwelling of not more than two (2) stories in height plus roof, with a minimum of one private 2-car garage. No garage door opening shall be taller than ten (10) feet. No accessory buildings of any type (storage, shed, shop, etc.) may be constructed. Manufactured units or "kit" buildings will not be approved. All equipment, garbage cans, service yards, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view from all subdivision streets. All rubbish, trash or garbage shall be regularly removed from all lots and shall not be allowed to accumulate thereon.
7. The minimum setback from street to building shall meet the requirements as indicated on the recorded plat.
8. No trailer, tent, shack barn nor other outbuildings are allowed at any time to be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence. All recreational vehicles, including, but not limited to, trucks, boats, campers, and trailers, and all passenger vehicles and vans, may not be parked on the public streets and must be kept in the garage. Only passenger vehicles (excluding recreational vehicles containing sleeping space) used on a daily basis may be parked on those parts of driveways not in the rear of the property. No vehicle of any type or nature with a "for sale" sign affixed thereon or therein may be parked on the public streets or on those parts of the driveways not in the rear of the property. No vehicle of any nature or type that is not in operating condition or appropriately licensed may be parked on the public streets or on those parts of the driveways not in the rear of the property. These vehicles are subject to being towed at the owner's expense.
9. Recreational structures including, without limitation, swings, basketball goals, jungle gyms, doll houses, dog houses, dog pens, dog runs, and swimming pools must be constructed in accordance with the ordinances of the Town of Collierville and shall be screened from the street and all adjoining property owners by a 6'tall (min.) privacy fence, and must be approved prior to commencement of construction by Stables Group and/or the Association (or the agents of either). Stables Group will consider basketball goal locations on a case by case basis. Among other factors, the location, type and size of the requested, recreational structure, or swimming pool will be taken into account when determining whether same will

be approved or disapproved. Each lot owner will be responsible for maintaining all drainage patterns as set out in the approved construction drawings for this subdivision located at the Town of Collierville engineering office. If a recessed swimming pool is built on a lot, then the entire rear yard or the swimming pool must be enclosed by a privacy fence with latching gates which can be locked pursuant to the Collierville Building Code or Ordinance. Above ground swimming pools will not be allowed, permitted or approved.

10. Permanent easements for drainage, sewer and utilities are reserved as shown on this subdivision plat, or as required by note on such plat.
11. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, parking or storage of any large commercial vehicles, equipment or trailers, except while engaged in construction on a lot. No animals, livestock or poultry of any kind shall be permitted on any of said lots, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash.
12. Except for satellite dishes as provided in 13 below, radio or television transmission or receiving towers or antennas are not acceptable and will not be allowed.
13. Satellite dishes larger than 18 inches in diameter may not be installed without approval by Stables Group or its designated representative. Placement must conform to the ordinances of the Town of Collierville and the dish must be screened from the other lot owners by a privacy fence and/or landscaping.
14. Fences are to be privacy fences constructed in accordance with the ordinances of the Town of Collierville and with Stables Group. Stables Group will provide a wood fence detail. No chain-link or wire fence is allowed. Generally, fences may be no closer to the street than ten (10) feet behind the front building setback line. All fences must be approved by Stables Group or its designated representative and conform to the ordinances of the Town of Collierville. All wood fences and gates should be constructed of cedar with stain or seal approved by the Architectural Committee (AC). All iron fence and gate requests must be approved by AC.
15. Stables Group reserves the right to construct additional walls, landscaping, fences, screenings, irrigation, berms or other beneficial structures as deemed appropriate by the Stables Group.
16. Sidewalks shall be installed by the lot owner in accordance with the ordinances and regulations of the Town of Collierville and are to be installed within eighteen (18) months of the date of recording of this plat or prior to occupancy; whichever comes first. Where sidewalks are installed along the lot frontage, it shall be the responsibility of the lot owner to maintain such sidewalks. Should a lot owner not have installed the required sidewalk(s) within eighteen (18) months of the date of recording of this plat, then Stables Group will collect from the lot owner the cost required to ensure the future construction of the sidewalk. Should the lot owner refuse to do so, then Stables Group shall have the right to file a lien on the lot owner's property and/or sue for ten (10) times the cost of the sidewalk.

Upon the lot closing, the owner shall be responsible for the maintenance and repair of the curb and gutter along the frontage of their lot. If the owner fails to maintain or repair the curb and gutter in a timely manner, then Stables Group or its designated representative shall have the right to file a lien on the property and/or sue for ten (10) times the cost of the curb and gutter.

17. Stables Group reserves unto itself the right to impose additional and separate restrictions upon a lot or lots at the time of sale of same by Stables Group, any of its members, or affiliates, which restrictions may not be uniform, and may differ as to lots, and further reserves the right to amend said additional and separate restrictions without the approval of the owners of the lots within the subdivision.
18. Stables Group will require the owners of all lots to become members of the Association, which shall maintain all, entrance structures, fencing, landscaping and all improvements and appurtenances located within all landscape easements, common open spaces, lighting and irrigation. Stables Group will set up the Association. The Association will pay for all of the actual costs of setup of the Association. The by-laws for the Association are attached hereto marked "Exhibit C" the Association shall have the authority, power, and responsibility of assessing each lot a prorata amount for the maintenance and upkeep of the above. Failure to pay any assessment within the time allowed by the Association shall create a continuing lien against the delinquent lot or lots.
To evidence the lien of any unpaid and delinquent assessment, the Association, or a agent thereof, may prepare a written notice setting forth the amount of such unpaid indebtedness, the description of the Lot(s) and the name of the Owner(s). Such a notice shall be signed by an agent or representative of the Association, and may be recorded in the Register's Office of Shelby County, Tennessee. The lien against said property shall be subordinate only to previously recorded first mortgages. The Association shall be entitled to reimbursement of any cost of collection, including but in no way limited to, any interest at the maximum legal rate, court cost and a reasonable attorney fee should any lot owner for any reason become delinquent on the payment of the annual assessment or a portion thereof. Any expenses or costs incurred by the Association or their assigns in the collection or foreclosure of any unpaid assessment including legal fees shall be in addition to the lien against said Lot.
19. Invalidation of any of these covenants, limitations, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
20. Each lot owner shall be responsible for the interior and exterior maintenance of his lot and improvements, including, but not limited to, all exterior walls of dwellings, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, sidewalks, curb & gutters, driveways, painting, mailboxes, street lights, private drives, plumbing and electrical repairs. All grass, weeds, vegetation and/or debris on each lot shall be kept mowed and cleared at regular intervals by the owner thereof so as to maintain the same in a neat and attractive manner. All lots shall, at all times, be kept free and clear of dead trees, shrubs, vines, plants and other vegetation. In the event an owner of any lot shall fail to maintain his or her lot and the improvements thereon in a manner reasonable

satisfactory to Stables Group, the Association, and/or in keeping with other lots. Stables Group or the Association shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the assessment of that lot. Additionally, each owner shall be responsible for the maintenance and repair of the public sidewalks, curb and gutter adjoining or contiguous to the owner's lot which may be damaged during any construction or improvement activity on said lot. The cost of said maintenance, expenses and attorneys fees shall be a binding obligation of the owner, as well as a lien on the lot in question upon recording a notice of lien with the register's office of Shelby County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth herein, the owner shall be responsible for all court costs, reasonable attorney's fees and interest from the date of any expenditure at the maximum legal rate of interest.

21. Notwithstanding anything herein contained to the contrary, Stables Group or its successors or assigns, reserves the right for a period of ten years from the date of the official recording of the plat of each additional phase developed to unilaterally amend the covenants and restrictions contained in this declaration and to re-record any plat for any reason. Stables Group or its successors and assigns, in its sole discretion, deems necessary, including, but not limited to, to meet the requirements of any governmental agency, on the federal, state or local level; for the requirements of any mortgage lender; or for any reason Stables Group or its successors or assigns, deems advisable for the orderly development of the subdivision, including, without limitation, the reduction of or the increase in minimum heated floor area of any single family residence, exclusive of porches and garages, to be constructed on a lot, the deletion or reconfiguration of any one or more lots then owned by Stables Group or any of its members, its successors or assigns, and the realignment, and/or the relocation of easements for utilities or drainage purposes. No lot owner shall be required to execute or ratify the amendment and re-recording of the plat which Stables Group or its successors and assigns amends and re-records for any purpose it deems fit. The provision cannot be amended for a period of ten years after the last phase without the consent of Stables Group or its successors or assigns.
22. The purchaser of a lot, or in the case of the common open space the Association, shall accept same in its existing condition, no warranties or representations having been made by Stables Group or its designated representative which are not expressly stated herein. Stables Group shall convey the lots and the common open space as is, where is, and with all faults. The acquirer of any property shown hereon agrees to indemnify and hold Stables Group, its successors or assigns harmless against any claim, liability, damage or cost in connection with Stables Group's development of the property. The owner of property shown hereon shall, in the development of the property and thereafter, provide adequate drainage so as not to adversely affect such property or any property adjacent thereto before, during and after construction. The property shown hereon may be filled land or partially filled land. Stables Group shall not be responsible for any trees that die. Stables

Group shall not be responsible or liable for any claims of any kind or character related to the fill or soil conditions of said property. Stables Group makes no warranty concerning the degree of rainwater inundation that may result on the aforementioned lots since said inundation can be expected with rainfall which exceeds the design standards. The provisions of this paragraph shall survive the closing.

23. Upon recording of a plat for each phase of this subdivision, lots contained therein shall automatically become subject to the provisions of this Declaration of Covenants and Restrictions in the Register's Office of Shelby County, Tennessee.
24. All statuary, monuments and similar decorations intended to be placed in a yard or wherever they can be seen from off the property upon which they are located must be approved in advance by the Stables Group, the Stables Homeowners' Association or its designated representative.
25. There are utility easements on each lot as shown on the plat relative thereto. Within these easements no construction of any kind shall be placed or permitted to remain which will in any way damage or interfere with the installation or maintenance of utilities.
26. All exterior Christmas decorations may be placed on the residence and on the lot no earlier than thirty (30) days before Christmas and must be removed within thirty (30) days after Christmas. Exterior decorations for all other holidays and for Halloween may be placed on the residence and on the lot no earlier than two (2) weeks prior thereto and must be removed within one (1) week thereafter.
27. One "For Sale" sign may be placed in an owner's yard and it must be approved in advance by Stables Group or its designated representative. The foregoing covenant shall not apply to signs and/or billboards, if any, regarding development of construction by the Developer its agents and assigns, during the development and sales period of lots and/or homes in the subdivision.
28. No sign advertising the property "for rent" or "for lease", or any other sign, of any nature, may be placed upon an owner's property or in an owner's property so that it is visible from off the property.
29. Any flagpole erected upon an owner's property must be attached to the house and may not exceed ten (10) feet in height and must conform to the ordinances of the Town of Collierville. No other type of pole will be allowed to be erected or placed upon an owner's property. The location of the flagpole must be approved by Stables Group or its designated representative.
30. Upon the purchase by a lot owner of a lot, such owner shall have twelve (12) months to complete the construction of the residence thereon and obtain a certificate of occupancy from the appropriate governmental body. Upon written request, the developer may grant an extension of time to the owner provided the owner is diligently pursuing the completion of the residence. The developer shall be reasonable in its consideration of an extension of time.
31. All permitted pets shall be kept on leashes at all times when any such pet is not confined by a fence or pen. A lot owner shall promptly remove all pet waste from such lot owners' lot, public right of way and from any common open space. Violation of either of the foregoing

- restrictions shall result in a penalty/additional assessment against the lot of such lot owner in the amount of One Hundred and no/100 Dollars (\$100.00) for each occurrence.
32. Professional lawn service companies shall not mow grass or operate any machinery pursuant to its work on a particular lot on Saturdays prior to 9:00 a.m. Such companies shall not mow grass or operate any such machinery on Sundays. All debris created by their work shall be removed immediately.
 33. In the event any portion of any existing wood fence is to be replaced or repaired, the new board(s) must be natural cedar boards, and cannot be stained or painted without prior approval of the Architectural Committee.
 34. All structural wood members must be Treated Southern Yellow Pine or Cedar, and must be Grade C or better. A residential wood fence detail is available.
 35. The only materials which are permitted to border or surround a landscaping bed are stone or brick. No wood products will be acceptable or approved.
 36. All exterior lighting on a lot, including, but not limited to, landscape lighting, must receive prior approval of the Architectural Committee. Said lighting on each lot shall be constructed and maintained so as to provide such illumination as is necessary for that lot only, and shall be installed/ directed so as to avoid glare and excessive spillage on adjacent properties or streets.
 37. No metal building of any type may be placed on any lot.
 38. No skateboarding shall be permitted in any common open space.
 39. Neither Stables Group nor the Association shall be required to pursue enforcement of any alleged violation by an owner of a lot of a use restriction set forth herein. Any failure to so pursue by Stables Group or the Association shall not serve as a waiver by Stables Group or the Association of such violation, and Stables Group or the Association shall have the right to enforce any use restriction herein which is violated by an owner of a lot, regardless of any prior election to not pursue enforcement thereof.
 40. Except as otherwise specifically provided herein, the powers and duties of Stables Group hereunder shall cease on and after the commencement of construction on the last lot of this subdivision, or thirty (30) years after the recording of this plat, or when Stables Group relinquishes its powers and duties to the Association, whichever occurs first, at which time the powers and duties previously vested in Stables Group shall automatically be vested in the Association and, notwithstanding any provision contained herein regarding the termination of the powers and duties vested in Stables Group, all powers transferred to the Association shall not terminate so long as the Association is in existence.

ARCHITECTURAL COMMITTEE

An Architectural Committee (AC) is hereby established. The initial AC shall consist of three (3) persons appointed by the Stables Group. These individuals shall serve for a period of five (5) years, or until they resign from the AC by written notice to the Board of Directors of the Stables Homeowners' Association. Upon the later to occur of: (a) the expiration of five (5) years from the date hereof or (b) three (3) years after the recordation of the plat for the Subdivision, or (c) upon the earlier resignation of the AC, the Board of Directors of the Association (or the majority of the owners of the Subdivision in absence of a Homeowners' Association) shall then appoint the AC, which shall be composed of three (3) or more individual lot owners. The affirmative vote of the majority of the membership of the AC shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization of approval pursuant to directives or authorizations contained herein. This provision may not be amended for a period of five (5) years without the consent of the Stables Group.

APPROVALS NECESSARY, RULES OF COMMITTEE AND REMEDIES FOR VIOLATION

With the exception of those placed by the Stables Group, no structure of any kind or nature of any fence or barrier shall be commenced, erected, place, moved onto, or permitted to remain on any of the lots within the Subdivision, nor shall any existing structure, fence or barrier upon any lots be altered in any way which substantially changes the exterior appearance (which includes but is not limited, to changes in paint color and reroofing)thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any substantial changes in landscaping, without written consent of the AC; nor shall any new use be commenced on any lot unless plans and specifications (including a description of any proposed new use) have been submitted to and approved in writing by AC. Such plans and specifications shall be in such form and shall contain such information as may be required by the AC, but in any event shall include:

1. A site plan of the lot showing the location (including proposed front, rear and side setbacks) of all structures, fences, barriers or other improvements, and the location of all parking spaces and driveways on the lot; and
2. A set of working construction drawings and exterior specifications, including front, rear and side elevation, showing the nature, exterior, color scheme, kind, shape, height and materials of the improvements; and
3. Grading and landscaping plans of the particular lot showing all existing trees and identifying any trees which are proposed to be removed; and the AC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the lots including without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the AC at any time and no inclusion in or omission from amendment of any such rule or statement shall be deemed to bind the AC to

approve or disapprove any feature or matter subject to approval or to waive the exercise of the AC's discretion as to such matter. No change of policy shall affect the finality of any lot of any plans or specifications previously submitted to and approved by the AC; however, such approval shall not be deemed a waiver by the AC of its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other lot, however, shall be final as to that lot and approval may not be revoked or rescinded thereafter; provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the lot in question.

Neither the Stables Group or the AC (or its individual members), its representatives or committees, nor any architect or agent thereof, shall be responsible in any way for defects in any plans or specifications submitted, revised or approved in accordance with the provisions contained herein, nor for any structural or other defects in any work done according to such plans and specifications.

In the event the AC fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any lot or any new use commenced on any lot, otherwise than in accordance with plans and specifications approved by the AC as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the AC any such structure, fence or barrier altered, erected, placed or maintained upon any lot in violation hereof shall be removed or related at the violator's expense, and the use shall be terminated in order to extinguish such violation.

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

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the AC, the AC shall, upon written consent of the owner thereof, issue a letter of compliance in form suitable for recordation, identifying the structure and the lot on which the structure is to be located and stating that the plans and specifications, location of the structure and the use or uses to be conducted thereon have been approved and that the structure

complies therewith. Preparation and recording of such letter shall be at the expense of the owner or owners of such lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated and, as to any purchaser or encumbrance in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the AC exercises any discretionary or interpretive powers.

The AC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.


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

The Association or any owner of any lot shall have the right to enforce, by a proceeding at law or in equity, all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any lot. Failure by any owner to enforce any such proceedings shall in no event be deemed a waiver or the right to do so thereafter.

Should a request to the AC come from a member of the AC, the other members of the AC shall select a disinterested lot owner to take the place of the AC member making the request for the purpose of making a determination on such request.

ADDITIONAL COVENANTS/RESTRICTIONS

1. No lot shall be used except for private residential purposes. No lot in the subdivision shall be subdivided.
2. Mailboxes – Must be uniform style selected by Stables Group.
3. Driveways – Must be white limestone with red sand, broom finish inlets and sidewalks.
4. Roofs – Must be dimensional asphalt shingles, ceramic tiles or shakes approved by AC and be either: Driftwood, Weatherwood, Slate, Oxford or Grey.
5. Windows – Must be double hung, separate sash, separate brick mold & Low E. Windows must be wood or PVC clad (no vinyl windows). All street facing windows must be true divided light or have SDL bars.
6. Shutters – Must simulate coverage of window opening within an inch or two. Must be hinged with ties, made from cedar or other approved material by AC (i.e. Grant Alexander).
7. Ceilings – Must be minimum 9' down stairs and 0' up stairs; must brick over windows.
8. Brick – Shall be standard or queen size simulated wood mold brick with approved mortar color. No king size brick allowed.
9. Irrigated yards are not required.
10. Trees – Two trees in front yard and must comply with Collierville Town Ordinance.
11. Landscaping – Must cover street side of brick, spend a minimum of \$2,500.00 and be approved by AC.
12. Chimneys – Outside chimneys visible to the front of the house should be masonry. All others may have upgraded square cap termination, wood chase material with skin cement board.
13. Grass – grass must be Zoysia or Bermuda.
14. Painted houses should not exceed 50% of the homes in the subdivision and must be approved by AC.

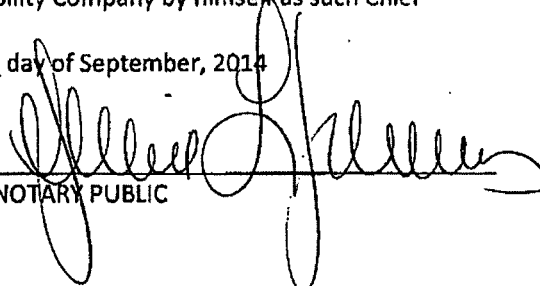
STABLES GROUP/LLC
 BY: 
 NORMAN BROWN

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County aforesaid, personally appeared NORMAN BROWN, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chief Manager of STABLES GROUP LLC, the within named bargainer, Limited Liability Company, and that he as such Chief Manger, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such Chief Manager.

WITNESS my hand and Notarial Seal at office this 8 day of September, 2014

My Commission Expires May 24, 2015


 NOTARY PUBLIC

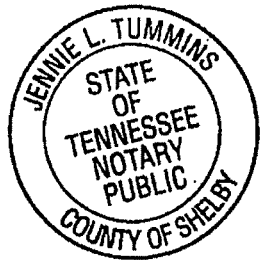


EXHIBIT "A"

Property description of part of the Stable Group, LLC property as described in Instrument 13038450 in Collierville, Shelby County, Tennessee:

Beginning at an iron pin found on a curve at the intersection of the south line of Wolf River Boulevard (114 foot right-of-way) with the east line of the Wildlife Properties, LLC property as described in Instrument KS 0893; thence southeastwardly along a curve to the left having a radius of 1457.00 feet with the south line of Wolf River Boulevard a distance of 244.94 feet (chord = South 64 degrees 58 minutes 28 seconds East 244.65 feet, delta = 09 degrees 37 minutes 56 seconds) to a point; thence South 20 degrees 12 minutes 33 seconds West a distance of 230.00 feet to a point on a curve; thence northwestwardly along a curve to the right having a radius of 1687.00 feet a distance of 158.8 feet (chord = North 67 degrees 06 minutes 04 seconds West 158.33 feet, delta = 05 degrees 22 minutes 45 seconds) to a point; thence South 21 degrees 54 minutes 07 seconds West a distance of 34.58 feet to a point in the east line of the Wildlife Properties, LLC property as described in Instrument KS 0893; thence North 03 degrees 15 minutes 41 seconds East with said east line a distance of 290.28 feet to the point of beginning and containing 1.10 acres.

Property description of part of the Wildlife Properties, LLC property as described in Instrument KS 0893 and Instrument KS 0892 in Collierville, Shelby County, Tennessee:

Beginning at an iron pin found on a curve at the intersection of the south line of Wolf River Boulevard (114 foot right-of-way) with the west line of the Stables Group LLC property as described in Instrument 13038450; thence South 03 degrees 15 minutes 41 seconds West with said west line a distance of 290.28 feet to a point; thence South 21 degrees 54 minutes 07 seconds West a distance of 60.72 feet to a point; thence South 03 degrees 38 minutes 50 seconds West a distance of 475.00 feet to a point; North 86 degrees 21 minutes 10 seconds West a distance of 190.00 feet to a point; thence North 03 degrees 38 minutes 50 seconds East a distance of 6.63 feet to a point; thence North 86 degrees 43 minutes 38 seconds West a distance of 330.01 feet to a point; thence North 03 degrees 38 minutes 50 seconds East a distance of 5.58 feet to a point; thence North 86 degrees 43 minutes 38 seconds West a distance of 253.38 feet to a point; thence North 03 degrees 16 minutes 22 seconds East a distance of 480.30 feet to a point of curvature; thence northeastwardly along a curve to the right having a radius of 859.00 feet a distance of 363.67 feet (chord = North 15 degrees 24 minutes 05 seconds East 360.96 feet to a point in the south line of the Mission Investment Fund of The Evangelical Lutheran Church in America property as described in Instrument 09077943 (found iron pin 26.1 feet west); thence South 62 degrees 27 minutes 23 seconds East with said south line a distance of 34.00 feet to a point on a curve in the southeast line of said property; thence northeastwardly along a curve to the left having a radius of 825.00 feet a distance of 344.49 feet (chord = North 39 degrees 29 minutes 30 seconds East 341.99 feet, delta = 23 degrees 55 minutes 28 seconds) to a point; thence North 51 degrees 27 minutes 14 seconds East with said east line a distance of 69.84 feet to a point on curve in the south line of Wolf River Boulevard; thence southeastwardly along a curve to the left having a radius of 1457.00 feet with the southwest line of Wolf River Boulevard a distance of 550.53 feet (chord = South 49 degrees 20 minutes 02 seconds East 547.26 feet, delta = 21 degrees 38 minutes 58 seconds) to the point of beginning and containing 17.09 acres.

**CHARTER
NONPROFIT CORPORATION** (SS-4418)



Division of Business Services
Tre Hargett, Secretary of State
 State of Tennessee
 312 Rosa L. Parks AVE, 6th FL
 Nashville, TN 37243-1102
 (615) 741-2286

Filing Fee: \$100

For Office Use Only

Control # 000769655
 FILED: Aug 27, 2014 1:37PM
 DLN # A0263-0982.002
 Tre Hargett,
 Secretary of State

The name of the corporation is: Stables Subdivison Homeowners' Association

10. The complete mailing address of the entity (if different from the principal office) is:
 10636 SHELTON RD
 COLLIERVILLE, TN 38017-3271

11. List the name and complete address of each Incorporator:

Title	Name	Business Address	City, State, Zip
	Terry Pitts	60 GERMANTOWN COURT	CORDOVA, TN 38018

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:

In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Aug 27, 2014 1:37PM	Electronic
Signature Date	Incorporator's Signature
	Terry Pitts
	Incorporator's Name (printed or typed)

EXHIBIT "C"

**BY-LAWS OF
PHASE I THE STABLES SUBDIVISION**

ARTICLE 1
GENERAL PROVISIONS

1. **NAME AND LOCATION.** The name of the corporation is Stables Homeowners' Association, Inc., a Tennessee Not For Profit Corporation. Meetings of the corporation for the conduct of its affairs may be held at such places within the State of Tennessee and County of Shelby as may be designated by the Board of Directors.
2. **ADMINISTRATION OF ASSOCIATION.** The Administration of Stables Homeowners' Association, Inc., shall be governed by the Articles of Incorporation of Stables Homeowners' Association, Inc., and these By-Laws.
3. **APPLICATION OF BY-LAWS.** All present and future Lot Owners, mortgagees, lessees, and occupants of Lots and their employees and any other persons who may use the facilities of the property in any manner are subject to the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and all rules or regulations adopted hereunder. The acceptance of a Deed, or the entering into a lease, or the act of occupancy of a Lot shall constitute an agreement of compliance with the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and any rules and regulations duly adopted thereunder as such documents may be amended from time to time.

ARTICLE 2
ASSOCIATION OF LOT OWNERS

1. **Members.** Each Owner of a Lot shall be a member of Stables Homeowners' Association, Inc., hereafter "Association". The cessation of ownership of a lot shall terminate membership in the Association and any right to vote or to participate in the administration of the Association.
2. **Purpose.** The Association shall administer its affairs on a non-profit basis. Such administration shall be accomplished through a Board of Directors which shall be elected by the Association. It shall further be the purpose of the Association to amend and supplement the system of administration and these By-Laws as may be required from time to time.
3. **Voting Rights.** The Owner or Owners of a lot who have become such in compliance with the requirements and conditions established in the Declaration and these By-Laws, shall be entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the Owner of each lot which is a part of the Project and unsold by it, and shall have the right to vote as specified in the Declaration.
 - a. **List of owners.** The Board of Directors shall maintain a list of Owners which shall be updated regularly.
 - b. **Disputes.** Any dispute over the membership list shall be resolved by reference to the official records of County Register of Shelby County, Tennessee.
 - c. **Votes.** At any meeting of the Association, each Owner shall be entitled to cast one (1) vote for each lot owned by such person or entity. If there is more than one Lot owner with respect to a particular Lot any or all of such Lot owners may attend any meeting of the Association. However, it shall be necessary for all such Lot Owners present to act unanimously in order to cast the vote pertaining to their Lot.

- d. **Proxies.** All votes may be cast either in person or by proxy. All proxies shall be in writing and signed by the Lot owner and shall be delivered to the Secretary prior to voting.

ARTICLE 3

MEETINGS OF THE ASSOCIATION

1. **Annual Meeting.** The annual meeting of the Association shall be held at 10:00 a.m. on the first Saturday, in _____, 201_, and on the first Saturday of each year at a place designated in writing in the notice mailed to each Lot Owner.
2. **Special Meetings.** Special meetings of the Association shall be held whenever called by the president, by a majority of the Board of Directors, or by Lot Owners representing one-third (1/3) or more of the votes of the members of the Association.
3. **Notice.** Written notice shall be given to all owners of Lots of any meeting of the Association. Such notice shall state the time and place of the meetings. If the notice is for a special meeting, such notice shall state the purpose of the meeting. The notice shall be mailed or delivered not less than ten (10) days before the meeting to the address of each Owner at the address appearing on the books of the Association. Proof of notice by mail or by delivery may be given by the written statement of the Secretary or other person giving notice. Written waiver of notice of the meeting may be given before or at a meeting.
4. **Quorum.** The presence in person or by proxy at any meeting of Owners holding at least fifty (50%) percent of the votes of the membership of the Association shall constitute a quorum. The affirmative vote of a majority of the votes represented at a meeting shall be required to adopt any resolution, elect or remove any director or officer, make any decision, or take any action except that the affirmative vote of owners holding at least two-thirds (2/3) of the votes represented by the Ownership shall be required to modify or amend these By-Laws.
5. **Absence of Quorum.** If the required quorum for conduct of business shall not be present at any meeting, a majority of the Lot owners who are present at any meeting, a majority of the Lot Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time without further additional notice other than announcement at the meeting until the required quorum for transaction of business shall be present in person or by proxy.
6. **Conduct of Meeting.**
 - a. **Presiding Officer.** The president of the Board of Directors may preside over and conduct all meetings of the Association.
 - b. **Recording Officer.** The secretary of the Board of Directors may take and keep the minutes of all meetings of the Association. Such minutes shall be kept in a book wherein all resolutions adopted at any meeting of the Association shall be recorded.
 - c. **Refusal to Act.** If the president and/or secretary refuse to act at an annual or special meeting, the members of the Association may select from their number, persons to preside over and conduct the meeting and to record the minutes of proceedings.
 - d. **Order of Business.** The order of business at all meetings shall be as follows:
 1. Roll call and determination of presence or quorum;
 2. Proof of notice of meeting;
 3. Reading and consideration of minutes of preceding meeting;
 4. Reports of officers, employees, or committees;
 5. Election of judges of election (when necessary);
 6. Election of members of Board of Directors (when necessary);
 7. Unfinished business;
 8. New business;

9. Adjournment.

ARTICLE 4

BOARD OF DIRECTORS

1. **NUMBER OF MEMBERS.** The Board of Directors shall consist of five (5) persons, each of whom shall be the Owner of a Lot or of an interest therein or in the event of ownership of a Lot by partnership, trustee, corporation or other entity, a partner, trustee, officer of other designated representative thereof.
2. **TERM.** The period of service of each director shall commence at an annual meeting and extend for two (2) years and thereafter until the successor of such director is duly elected and qualified. Two (2) members of the Board of Directors elected at the first annual meeting shall serve for an initial term of one (1) year and the three (3) other members shall serve for two (2) years. The terms of no more than three (3) directors shall end each year.
3. **Election.** The Association shall, at its annual meeting, elect the members of the Board of Directors. Election of directors shall be by ballot unless unanimously dispensed with.
4. **Removal.** Any director may be removed from the Board of Directors with or without cause by vote Owners of the Association at a meeting duly called for that purpose.
5. **Resignation.** Any director may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Any such resignation shall take effect on the date of receipt of such notice. Acceptance of the resignation by the Board of Directors shall not be necessary to make it effective.
6. **Vacancies.** Vacancies in the Board of Directors shall be filled by the remaining directors and any new director elected by them shall serve as a director until the next annual meeting.
7. **Annual Organization Meeting.** The organizational meeting of a newly elected Board of Directors shall be held within one (1) week of the election of such directors at such time and place as shall be fixed by the Board of Directors at the meeting at which they were elected, without further notice of such meeting, providing a quorum of the Board of Directors shall be present.
8. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be determined to be necessary by a majority of the Board of Directors.
9. **Special Meetings.** Special meetings of the Board of Directors may be called by the president and shall be called by the secretary upon receipt of written request of any two (2) members of the Board of Directors. Notice of any special meeting shall be given personally, by mail or by telephone three (3) days before the day named. The notice of a special meeting shall state the time, place and purpose of the meeting.
10. **Waiver of Notice.** By a writing, any director may waive notice of a meeting before or at any meeting and such waiver shall be deemed the equivalent to the giving and receipt of notice.
11. **Action Taken Without a Meeting.** Pursuant to Tennessee Code Annotated, 48-1-1402, the Board of Directors shall have the right to take any action in the absence of a meeting which they could take a meeting by obtaining the written approval of all members of the Board of Directors. Any action so approved shall have the same effect as though taken a duly called meeting of the Board of Directors.
12. **Quorum.** At any meeting of the Board of Directors, a quorum shall consist of those directors entitled to cast a majority of the votes of the entire Board. Any act or decision of the Board of Directors approved by the affirmative vote of a majority of votes present at a meeting at which a quorum of the Board of Directors is present shall constitute the act or decision of the Board of

Directors, except as may specifically otherwise provided in the Articles of Incorporation, the Declaration, or elsewhere in these By-Laws. Proxies shall not be permitted.

13. Conduct of Meetings.

- a. **Presiding Officer.** The president of the Board of Directors shall preside at all meetings of the Board of Directors.
- b. **Recording Officer.** The secretary of the Board of directors shall serve as the secretary of the meetings of the Board of Directors and shall record the acts and decisions of the Board of Directors in the minutes of the Board of Directors, which minutes shall be kept in a book for that purpose. Such minutes shall be kept separate and apart from the minutes of the Association.
- c. **Order of Business.** The order of business at any meeting of the Board of Directors shall be:
 1. Calling of roll; determination of quorum;
 2. Proof of due notice of meeting or written waiver thereof;
 3. Reading and disposal of any unapproved minutes;
 4. Reports of officers and committees;
 5. Election of interim director (when necessary);
 6. Election of Officer (when necessary);
 7. Unfinished business;
 8. New business;
 9. Adjournment;

14. Failure to Attend Meeting. Any member of the Board of Directors who fails to attend three (3) consecutive meetings of the Board of Directors, either regular or special, or fails to attend at least twenty-five (25%) percent of the meetings of the Board of Directors, either regular or special held during any calendar year shall forfeit his membership on the Board of Directors and shall create a vacancy. It shall be the affirmative duty of the Board of Directors to keep records of attendance of the members of the Board of Directors at each meeting, either regular or special and to record same in the minutes of the Board of Directors and to declare a vacancy upon such failure to attend by any Directors.

15. Proof of Membership in the Board of Directors. After the election of the members of the Board of Directors at the first meeting of the Association, the elected members of the Board of Directors shall execute, acknowledge and record an Affidavit stating the names of the members of the newly elected Board of Directors. Thereafter any two (2) persons who are designated of record as being members of the most recent Board of Directors, regardless of whether or not they shall still be members may execute, acknowledge and record an Affidavit stating the names of all of the members of the then current Board of Directors. The most recently recorded of such Affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board of Directors and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

16. Indemnification. The Owners shall indemnify and hold harmless any person, his heirs and personal representatives from and against all personal liability and all expenses including counsel fees incurred or imposed arising out of or in settlement of any threatened, pending or completed action, suite, or proceeding whether civil, criminal administrative or investigative instituted by any one or more unit Owners or any other person or entity to which he shall be, or shall be threatened to be made, a party by reason of the fact that he is, or was, a member of the Board of Directors other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith. Such right of indemnification shall not be deemed to be exclusive of any other right to which such person may be entitled as a matter of

law or agreement or vote of the Association or of the Board of Directors or otherwise. Indemnification by the Owners as established herein shall be paid by the Board of Directors on behalf of the Owners and shall constitute a common expense and shall be assessed and collected as such. Members of the Board of Directors shall not be liable to Owners as a result of their activities as such member of the Board of Directors except for their own willful misconduct or gross negligence. Members of the Board of Directors and Officers shall have no personal liability to an Owner or any other person or entity under any agreement, instrument or transaction entered into by the Board of Directors or Officers. Members of the Board of Directors and Office shall have no personal liability to any owner or any person or entity, direct or imputed, by virtue of acts performed by them or acts performed for them in their capacity as such members of the Board of Directors or Officers. Members of the Board of Directors and Officers shall have no personal liability arising out of the use, misuse or condition of the property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as members of the Board of Directors or Officers.

17. **Compensation.** No member of the Board of Directors shall receive compensation for services. Upon approval by the Board of Directors, any member of the Board may be reimbursed for reasonable expenses actually incurred by him.

ARTICLE 5
OFFICERS

At its organizational meeting, the Board of Directors shall elect a president, a vice president, a secretary and a treasurer. The Board of Directors may elect such other assistant officers as it may deem necessary.

1. **President.** The president shall be a Lot Owner and shall be a member of the Board of Directors. The president shall be the chief administrative office of the Association and of the Board of Directors, and shall preside at all meetings of the owners and of the Board of Directors, shall execute contracts and agreements in the name and on behalf of the Board of Directors when so directed, and shall sign on behalf of the Owners, all leases, mortgages, deeds and other written instruments of material importance to the conduct of the business of the Association and perform such other duties as the Board of Directors may from time to time require.
2. **Vice President.** The vice president shall be a Lot Owner and shall be a member of the Board of Directors. The vice president shall act in place of the president in the event of the absence, inability or refusal to act of the president, and shall discharge such other duties as may be required by the Board of Directors.
3. **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and the Association, shall attend to the giving and serving of all notices to the Directors and Owners required in these By-Laws, and shall keep all other records of the owners and the Board of Directors.
4. **Treasurer.** The treasurer shall have custody of all of the property of the Board of the Directors and of the owners including the funds, assessment roles and accounts, and shall keep proper books of account and perform all other duties incident to the office of the treasurer.
5. **Compensation.** No office shall receive compensation for serving as such; however, any office shall be reimbursed for reasonable expenses actually incurred.
6. **Term.** Each officer shall be elected at the annual organizational meeting of the Board of Directors and shall serve until the succeeding annual organizational meeting and thereafter until their successors are duly elected and qualified.
7. **Resignation and Removal.** Each officer may be removed from office with or without cause by vote of a majority of the Board of Directors or the Association at a meeting duly called for that purpose. Any officer may resign at any time by giving written notice to the Board of Directors.

Any such resignation shall be effective upon the date of receipt of such notice and shall not require acceptance by the Board of Directors to become effective. Vacancies created by resignation or removal of any officer shall be filled by the Board of Directors and any new officer so elected shall complete the term of the replaced office.

ARTICLE 6

POWERS, DUTIES AND RESPONSIBILITIES OF BOARD OF DIRECTORS

The Board of Directors shall be charged with the administration, maintenance and management of the Association.

The Board of Directors shall have all the powers, duties and responsibilities as are now and may be hereafter provided by the Declaration, the Articles of Incorporation and these By-Laws. Including, but not limited to the following, the Board of Directors shall have the power and duty:

1. To operate, maintain, repair, improve and replace the common elements, fence, and area outside the fence.
2. To determine and pay the common expenses.
3. To assess and collect from Owners funds to defray common expenses.
4. To open bank accounts on behalf of the Owners and to designate such bank or banks as shall be the depository for the funds of the Owners and to designate the signatures required for withdrawal of monies from such accounts, at least two (2) signatures being required by any check or draft.
5. To engage the services of a manager or managing company, accountants, attorneys, or other employees or agents and to pay such persons a reasonable compensation therefore.
6. To enter into contracts, deeds or other written instruments and to authorize the execution and delivery thereof by the appropriate officers of the Board of Directors.
7. To own, purchase or lease, hold, sell or otherwise dispose of on behalf of the Owners, items of personal property necessary to or convenient in the management of the affairs of the Owners and the Board of Directors and in the operation of the property including furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.
8. To repair or restore the property following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation.
9. To make and enforce all rules and regulations necessary to the operation of the Association and to the safety and convenience of use of the common elements.
10. To bring, prosecute and settle litigation for itself, the Owners and the property provided that no settlement which results in liability against the Board of Directors or Owners or property shall be entered into without prior approval of a majority of Owners.
11. To keep adequate books and records and require a review of the accounts and books of the Board of Directors annually.
12. To borrow funds and enter into promissory notes.
13. To do all other acts necessary for the operation and maintenance of the property, including the maintenance and repair of any Lot if such maintenance or repair is necessary to protect or preserve the property.
14. To delegate to a manager or managing company all of the foregoing powers, duties and responsibilities, except that no delegation shall be made of the following:
 - a. Final determination of common expenses, budgets, and assessments.
 - b. The adoption and promulgation of rules and regulations.
 - c. The power or authority to enter into any contract involving more than One Thousand (\$1,000) Dollars, in any one fiscal year;
 - d. The opening of bank accounts;

- e. The power to bring, prosecute or settle litigation.
15. In the event that the Board of Directors delegates to a manager or managing company any of its duties relative to the handling of the funds of the Board of Directors or of the Association, fidelity bonds shall be required covering the persons to whom such delegation is made and the amount of such bond shall be determined by the Board of Directors, but shall not be less than one hundred fifty (150%) percent total amount of annual assessments against Owners for common expenses. The costs of such fidelity bonds shall be paid from the maintenance fund.
 16. The Board of Directors by resolution may designate one or more special committees. Each committee shall consist of two (2) or more Lot Owners who shall have and exercise the authority set forth in the resolution establishing the special committee. Such special committees shall have such name or names as may be determined from time to time by the Board of Directors. Such special committee shall keep regular minutes of their proceedings and report the same to the Board of Directors when required or directed. The members or such special committee or committees designated shall be appointed by the Board of Directors. The Board of Directors may appoint unit Owners to fill the vacancy on each of said special committees occasioned by death, resignation, removal or inability or refusal to act for any extended period of time.
 17. It shall be the affirmative duty of the Board of Directors to make available upon request during regular business hours a copy of the most recent recorded Certificate of Incorporation, Declaration, By-Laws and rules and regulations adopted thereunder to any Owner or the mortgagee of any owner.
 18. If the Board of Directors decides to enter into any contract with a manager or managing company, such contract shall provide for termination for cause upon thirty (30) days notice and shall be renewable for periods limited to not more than two (2) years.

ARTICLE 7

COMMON EXPENSES AND ASSESSMENTS

The expense of the Association shall be determined as provided in this Article. All assessments to defray such expenses shall be made as provided in this Article.

1. Liability of Owner. Each Owner shall be liable with respect to each Lot he owns for a prorata share of the expenses.
2. Annual Estimate of Common Expenses. Before November 30th of each year the Board of Directors shall estimate the expenses and capital contributions which shall be required for the Association for the next year. Such estimates shall include a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacements.
3. Assessments. The estimated expenses and amounts necessary as a maintenance reserve shall be reserved to the Lot Owners. If the estimated expenses and reserve funds prove inadequate for any reason, including nonpayment of an Owner's assessments, the Board of Directors may, by resolution duly adopted, make additional assessments which shall be assessed to the Lot Owners in the same manner as the estimated expenses and reserve funds. Each Owner shall be obligated to pay the Board of Directors assessments made pursuant to this Article and Section. Funds kept in either the capital account or in the common expense fund and shall be expended by the Board of Directors only in accordance with the provisions of the Declaration and these By-Laws.
4. Notice of Assessment to Owner. On or before December 5 of each year, the Board of Directors shall notify in writing each Lot Owner of the total amount of the annual assessment levied upon such lot and Owner for the succeeding calendar year. It shall be the general duty of the secretary and treasurer to provide notice of assessment hereunder. Owners shall be notified of

- additional or special assessments as such may become necessary by the Board of Directors as soon as practical after such assessment or assessments shall have been made.
5. **No Exemption.** No Lot owner may exempt himself from liability from common expenses or for assessments.
 6. **Duties of Treasurer.** The Treasurer shall keep detailed records of all receipts and expenditures including expenditures affecting the common areas and facilities specifying and itemizing the maintenance, repair and replacement expenses incurred. In accordance with the actions of the Board of Directors in assessing expenses against the Lots and Owners thereof, the Treasurer shall keep an accurate record of such assessments and of the payments thereof by each Owner. The books and accounts of the Owners shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer. At the close of each year the books and records of the Board of Directors shall be reviewed. The books and accounts of the Association shall be available for inspection at the office of the Association shall be available for inspection at the office of the Association by any Lot Owner or his authorized representative during reasonable and regular business hours.
 7. **Limitation Upon the Board of Directors.** No single capital improvement exceeding the value or in cost the sum of Five Thousand (\$5,000.00) Dollars shall be made by the Board of Directors without the same having been first voted on and affirmatively approved by a majority of those votes represented and voting in person or by proxy at a meeting of the Association, at which a quorum is present, duly called pursuant to Article 3 of these By-Laws.
 8. **Failure to Estimate Expenses.** Failure by the Board of Directors to fulfill its duty as described in Section 7.2 shall not constitute a waive or modification of this Article or a release of any owner from the obligation of Section 1. In the event of failure by the Board of Directors to estimate the annual common expenses, the estimated expenses of the then current year shall continue until a new estimate is fixed.

ARTICLE 8

COLLECTION OF ASSESSMENTS

1. **DUE DATE.** Annual assessments for expenses as determined by the Board of Directors, may be paid by Owners upon notification the assessments have been levied. The assessment for annual expenses may be paid in semi-annual installments, which shall be due on the first day of January and July of the year for which the annual expenses assessment is made. Additional assessments, if any, shall specify a due date in the resolution authorizing such assessment.
2. **Delinquent Date.** Assessments or any installment thereof not paid on or before ten (10) days after the due date shall be delinquent thereafter. Delinquent assessments shall bear interest at the maximum legal rate of interest then permissible under the laws of the State of Tennessee from the due date.
3. **Right of the board of Directors to Collect.** The Board of Directors shall have the rights and remedies contained in the Declaration, and these By-Laws to enforce the collection of assessments for expenses. In all cases where all or any part of any assessment for expenses cannot be properly collected from the persons or entities liable therefore, the Board of Directors shall reassess the same as an expense without prejudice to the right of the Association or of the Board of Directors to collection against such persons or entities.
4. **Lien for Unpaid Assessments.** All sums assessed against any lot pursuant to the Declaration and these By-Laws, together with the interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Board of Directors. Such lien shall be superior to all other liens and encumbrances on such lot except only for valid tax and special assessment liens on the Lot in favor of any governmental assessing authority and encumbrances on the interest of the Lot Owner recorded prior to the date that notice of the lien provided for in the Declaration and

these By-Laws is recorded which would by law be a lien prior to subsequently recorded encumbrances.

- a. **Recording Lien.** To evidence a lien for sums due and delinquent pursuant to this article the Board of Directors may prepare of cause to be prepared a written notice of lien setting forth the amount of the assessment, the due date, the amount unpaid, the name of the owner of the Lot a description of the Lot. Such notice shall be signed by the appropriate officer under these By-laws and may be recorded in the office of the County Register of Shelby County, Tennessee. No notice of Lien shall be recorded until there is a delinquency in payment of the assessment.
 - b. **Enforcement of Lien.** Liens created under the Declaration of these By-laws may be enforced by foreclosure by the Board of Directors in the same manner in which mortgages or deeds of trust on real property may be foreclosed in the State of Tennessee. In any such foreclosure of Lot Owner shall be required to pay the cost and expenses of such proceeding, the filing of Notice of Lien and reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure and the Owner shall also be required to pay to the Board of Directors any assessments against the Lot which shall become due during the period of foreclosure. Acceptance of and recordation of a deed by owner shall be deemed to convey and grant to the President the power of sale.
 - c. **Release of Lien.** A release of lien shall be executed by the Board of Directors and recorded in the Office of the county Register of Shelby County, Tennessee upon payment of all sums which have been made the subject of a recorded Notice of Lien hereunder.
5. **Personal Obligation.** The amount of any special assessment or annual assessment for expenses shall be the personal obligation of the Owner of the Lot. The Board of Directors may maintain a suit to recover a judgment for such personal obligation without foreclosing or waiving the lien securing the obligation. The Board of Directors in such suit shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court hearing and deciding the case. The sale or conveyance of a lot shall in all cases be subject to all unpaid assessments against the Owner thereof for his share in the expenses. The personal obligation created herein shall not pass to successors in title unless assumed by them.
6. **Choice of Remedy.** All rights and remedies for the collection of assessments granted to the Board of Directors pursuant to the Declaration and these By-Laws shall be deemed to be cumulative. The exercise of any one or more of such rights or remedies shall in no way be deemed to constitute an election of such right or remedy and shall in no way preclude exercise of such other and additional rights, remedies or privileges as may be granted by the Declaration and these By-Laws or at law or in equity.
7. **Effect of Waiver of Use by Owner.** No owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas and facilities of the Association or by abandonment of his Lot. The Board of Directors may restrict or deny use or enjoyment of any common area, element or facility to any Owner, his family, guests, or assigns who are delinquent in the payment of any regular or special assessment made under the Declaration of these By-laws.
8. **Statement of Delinquency.** Any person who shall have entered into a written agreement to purchase a Lot shall be entitled to obtain a written statement from the Board of Directors setting forth the amount of unpaid assessments charged against the Lot and its Owners.

ARTICLE 9
LITIGATION

1. **Actions Against the Association.** Complaints brought against the Association, its Board of Directors or its officers, employees or agents in their respective capacities shall be directed to the Board of Directors. The Board of Directors shall promptly give written notice of the bringing of the Complaint to all Owners and their mortgagees. Such action shall be defended by the Board of Directors. The Owners and their mortgagees shall have no right to participate in such action other than through the Board of Directors.

ARTICLE 10
ENFORCEMENT OF RESTRICTIONS AND RESTRAINT OF VIOLATIONS

It shall be the right of the Board of Directors to enforce the covenants and restrictions imposed upon The Stables Subdivision in the Declaration and these By-Laws or any rule or regulation adopted pursuant thereto, the Board of Directors shall have the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity any such breach.

1. **Legal Proceedings.** In order to abate and restrain violations by owners of any provision of the Declaration these By-Laws or any rule or regulation adopted pursuant thereto, the Board of Directors shall have the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity any such breach.
2. **Waiver by Failure to Enforce.** The failure of the Association or of the Board of Directors to insist in one or more instances upon the performance of any of the terms, covenants, conditions or restrictions in the Declaration or these By-Laws, or to exercise any right or alternative herein contained or to serve any notice or institute any actions, shall not be construed as a waiver or relinquishment of such term, covenant, condition or restrictions. The receipt and acceptance by the Board of Directors or its agent or representative of the payment of any assessment from a Lot Owner with the knowledge of the breach of any covenant thereof shall not be deemed to waive such breach and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed.

ARTICLE 11
CONSTRUCTION OF BY-LAWS

1. **SEVERABILITY.** The provisions of these By-Laws shall be deemed independent and severable and the invalidity or partial unenforceability or any one provision or portion thereof shall not affect the validity or enforceability of any provision hereof.
2. **Captions.** The captions herein inserted constitute only a matter of convenience and for reference. Such captions do not define, limit or described the scope of these By-Laws nor the intent of any provision thereof.
3. **Conflict and Subordination.** In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE 12
AMENDMENT OF BY-LAWS

1. **VOTE REQUIRED.** As provided herein in Article 3, Section 4, Owners representing two-thirds (2/3) of the votes represented by the Ownership may at a meeting duly called for that purpose modify the system of administration of the Association and may amend these By-laws.
2. **Effective Date of Amendment.** No amendment to these By-Laws shall be effective or operative until such amendment is embodied in a recorded instrument which shall be recorded in the Office of County Register of Shelby County, Tennessee, in the same manner as the Declaration and original By-Laws of the Association.
3. **Limitation on Amendment.** These By-Laws may not be amended so as to omit any of the following particulars:

- a. A form of administration for the Association;
- b. A method of calling Owners to assemble, and that a majority of votes of owners is required to adopt decisions;
- c. A method of care, upkeep and surveillance of the Association property;
- d. A manner of collecting from the Owners the funds for payment of expenses.

ARTICLE 13


AMENDMENT OF DECLARATION

Subject to the right of Declarant to amend the Declaration of Covenants and Restrictions, the Declaration may be amended only at a special meeting of the Association called for that purpose. The Declaration at that time may be amended by a majority of the votes at any such meeting at which a quorum is present. Any such amendment shall become effective when a statement signed by the President of the Board of Directors certifying that a quorum was present at such duly called meeting and that a majority of the votes was in favor of the amendments set forth therein shall have been recorded in the Register's Office of Shelby County, Tennessee.



Tom Leatherwood
Shelby County Register / Archives

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

	
14092045	
09/09/2014 - 11:02 AM	
27 PGS	
TAMM	1248839-14092045
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	135.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	137.00
TOM LEATHERWOOD REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	