
[SPACE ABOVE THIS LINE FOR RECORDING DATA]

<u>Prepared by and Return To:</u> Arbor View Development, LLC 492 Sweetbriar Road Memphis, TN 38120 Telephone: 901-752-1133	<u>Declarant's Name and Address:</u> Arbor View Development, LLC 492 Sweetbriar Road Memphis, TN 38120 Telephone: 901-752-1133

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PIPER HOLLOW SUBDIVISION**

TABLE OF CONTENTS

**DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS FOR
PIPER HOLLOW SUBDIVISION**

	PAGE NO.
ARTICLE I – MEMBERSHIP	
ARTICLE II – DEFINITIONS	
ARTICLE III – PROPERTY	
Section 1. Property Subject to Declaration.....	3
Section 2. Storm Water Detention Areas.....	3
Section 3. Drainage.....	3
Section 4. Soils.....	3
ARTICLE IV – VOTING RIGHTS	
Section 1. Voting.....	3
Section 2. Proxies.....	4
Section 3. Quorum.....	4
ARTICLE V – PROPERTY RIGHTS AND EASEMENTS	
Section 1. Owner's Easement of Enjoyment of Common Area.....	4
Section 2. Delegation of Use.....	5
Section 3. Title to the Common Area.....	5
Section 4. Easements.....	5
ARTICLE VI – CONTROL OF IMPROVEMENTS	
Section 1. Control of Improvements.....	5
Section 2. Landscape Treatment of Common Areas.....	6
Section 3. Certificate of Compliance.....	6
Section 4. Compliance with Building Codes.....	7
Section 5. Non-Liability.....	7
ARTICLE VII – PROPERTY MAINTENANCE	
Section 1. General Maintenance.....	7
Section 2. Damaged or Destroyed Improvement.....	8
ARTICLE VIII – USE RESTRICTIONS	
ARTICLE IX – TERM OF DECLARATION	
ARTICLE X – COVENANTS FOR ASSESSMENTS	
Section 1. Creation of the Lien and Personal Obligation for Assessments.....	13
Section 2. Purpose of Regular and Special Assessments.....	13
Section 3. Regular Assessments.....	14
Section 4. Special Assessments.....	14
Section 5. Emergency Assessments.....	15

Section 6.	Pro Rata Assessment.....	15
Section 7.	Quorum for Any Action Authorized Under Sections 3 and 4.....	15
Section 8.	Date of Commencement of Annual Assessments – Due Dates.....	15
Section 9.	Effect of Non-Payment of Assessments.....	15
Section 10.	Fine.....	17
Section 11.	Acceleration of Installments.....	17
Section 12.	Subordination of the Lien to Mortgage.....	17
Section 13.	Additional Default.....	17
Section 14.	Exempt Property.....	17

ARTICLE XI – LEASING PROHIBITION

ARTICLE XII – ENFORCEMENT OF DECLARATION

ARTICLE XIII – MISCELLANEOUS PROVISIONS

Section 1.	Liability of Association.....	16
Section 2.	Severability of Covenants, Conditions and Restrictions.....	16
Section 3.	Gender and Grammar.....	16
Section 4.	Amendment.....	16
Section 5.	Condemnation, Destruction or Termination of the Common Area.....	19
Section 6.	Contract for Property Management.....	20
Section 7.	Rights of Mortgage Holders, Insurers or Guarantors.....	20
Section 8.	Easements for Utilities and Related Purposes.....	20
Section 9.	Grant of Easement.....	20
Section 10.	Insurance.....	21
Section 11.	Notices.....	21
Section 12.	Expansion by Developer.....	21
Section 13.	Additional Restrictions.....	21
Section 14.	Homeowner’s Right of Action against Developer.....	22
Section 15.	Term of Developer's Control of the Association.....	22

EXHIBIT A – PIPER HOLLOW SUBDIVISION MASTER PLAN

EXHIBIT B – THE BYLAWS OF PIPER HOLLOW SUBDIVISION HOMEOWNERS’ ASSOCIATION INC.

EXHIBIT C – THE ARTICLES OF INCORPORATION FOR THE ASSOCIATION

EXHIBIT D – THE PRELIMINARY PLAT FOR PIPER HOLLOW SUBDIVISION PHASE I

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PIPER HOLLOW SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PIPER HOLLOW SUBDIVISION, ("Declaration") is hereby made and is effective as of August 23, 2021 by Arbor View Development, LLC, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Developer, is the owner of the Property described on Exhibit "A" attached hereto located in Fayette County, Tennessee known as Piper Hollow Subdivision, ("Subdivision") as shown on the final plat of record in Book ___ Page ___ in the office of the Register of Deeds of Fayette County, Tennessee ("Final Plat"); and

WHEREAS, the Developer hereby adopts these covenants for the purposes set forth herein below.

NOW, THEREFORE, Developer hereby declares that the Property defined herein below shall be held, sold and conveyed subject to these covenants, which shall run with the Property and be binding on all parties hereto or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner of a Lot in the Subdivision.

The recitals are not merely introductory statements but are covenants and agreements of this Declaration.

ARTICLE I: MEMBERSHIP

Every Owner of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an ownership 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, which is subject to assessment, by the Association.

ARTICLE II: DEFINITIONS

"Assessments" shall mean those levies and assessments, which each Owner of a Lot agrees to pay to the Association pursuant to Articles VII and X hereof.

"Association" shall mean and refer to the Piper Hollow Subdivision Homeowners' Association Inc., its successors and assigns.

"Board of Directors" shall mean and refer to the Piper Hollow Subdivision Homeowners' Association Inc., its successors and assigns.

"Common Area" shall mean all real property (including the Improvements thereto) owned by the Association, its successors and assigns for the common use and enjoyment of the Members of the Association, its respective guests and invitees. The Common Area to be owned by the Association originally shall be all of the Property (including any additions thereto) not included in the legal description of the Lots and dedicated roads. To the contrary herein notwithstanding, the Areas shown as Community Open Space, Neighborhood Open Space and the green belt areas along the one hundred foot right of ways on the Piper Hollow Subdivision Master Plan, as shown in the attached Exhibit "A", shall also be Common Area. Likewise, any entry features, structures, irrigation, and landscaping thereon shall also be maintained by the Association as Common Area. Such easements, entry features and structures shall be referred to herein as Common Area even if that area might be contained within the boundaries of Lots. "Common Area" shall be synonymous with "Common Open Space, C.O.S., and Community Open Space" for purposes of this Declaration.

"Declarant" shall mean Arbor View Development, LLC, its successors and assigns. "Declarant" shall be synonymous with "Developer" for purposes of this Declaration.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any supplement or amendment filed hereto, as this Declaration, may from time to time, be amended in accordance with its terms.

"Fine" shall mean the definition set forth in Article X, Section 10, below.

"Improvements" shall mean the structures, walls, pavements, plantings, and other additions built or placed on the Lots or Common Area. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lay entirely within said Lot. In the event that by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements intended for a particular Lot lies outside that Lot, then the Association may establish an easement of use which shall apply thereto in favor of the Lot on which the Improvements were intended.

"Lot" shall mean and refer to one of the Lot(s) as shown on the Preliminary Plat attached hereto as Exhibit "D", reference being made to the Warranty Deeds conveying individual Lot(s) for an exact description of said Lot(s), and the Master Plan of the Deveopment. For purposes hereof, Lot(s) shall not include Lot(s) shown as Open Space on the Preliminary Plat or the Master Plan.

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

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation ("the Mortgagee"), provided that if the Mortgagee shall succeed to title to a Lot, then the Mortgagee shall be an Owner for purposes hereof.

"Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

"Property" or "Properties" shall mean and refer to that real property known as Piper Hollow Subdivision described in Exhibit "D" attached hereto and additions thereto as may hereafter be brought within the jurisdiction of the Association. Subsequent phases of Piper Hollow Subdivision, as shown on the Master Plan as Exhibit "A", may be added by the recording of a final plat for each phase and amendment to this Declaration. Lot 176 as shown on the Master Plan is excluded.

ARTICLE III: PROPERTY

Section 1. Property Subject to Declaration. That certain real property which is, and shall be held, sold, conveyed and occupied subject to this Declaration located in the City of Piperton, Fayette County, State of Tennessee, and which is more particularly described as Piper Hollow Subdivision Phase I in Exhibit "D" attached hereto and made a part hereof.

Section 2. Storm Water Detention Areas. The Storm Water Detention Areas on the Common Open Spaces ("C.O.S.") are and shall be private improvements, and have not been dedicated to the City of Piperton, or any other governmental body. By remaining private, the responsibility for payment of landscape maintenance and repair expenses for said Storm Water Detention Areas shall be the primary responsibility of the Homeowner's Association.

Section 3. Drainage. The Developer makes no warranty concerning the degree of rainwater inundation that may result on the aforementioned Lots since said inundation can be expected with rainfall that exceeds the normal standards.

Section 4. Soils. While Developer has made every attempt to test and ensure proper compaction and soil conditions in accordance with the Grading and Drainage Plan, there may exist unsuitable soil conditions that were not discovered during the construction process. It is the sole responsibility of each lot owner or builder to examine their lot for the stability of soils in all areas of ones lot to carry their anticipated loads.

ARTICLE IV: VOTING RIGHTS

Section 1. Voting. The voting rights of the Membership shall be appurtenant to the ownership of a Lot, each Owner of a Lot being entitled to one (1) vote for each Lot owned, except for the Developer, which shall be entitled to ten (10) votes for each Lot owned by it until

ninety percent (90%) of the Lots in the Subdivision's Master Plan, including any additions added thereto, have been sold, at which time Developer shall be entitled to only one (1) vote for each Lot owned by it. When more than one (1) person holds any interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as the Owners of such Lot shall determine, but in no event shall there be more than one (1) vote with respect to each Lot except as provided herein.

At every meeting of the Association, the Members shall have the right to cast their votes as specified herein on each question. The votes representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of any statute or ordinance or of the corporate Charter or this Declaration or the Bylaws, a different vote is required, in which case such express provision shall govern and control. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors of the Association, whose Lot is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or more than fifteen (15) days in default under any of the terms, covenants, conditions, restrictions or any other provisions contained herein.

Section 2. Proxies. A Member may appoint any other Member or any other person permitted by law or by the Bylaws as his proxy. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's Bylaws.

Section 3. Quorum. The presence, either in person or by proxy, of at least fifty percent (50%) of the total votes of the Property entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Association. If the number of votes eligible to be cast drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE V: PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easement of Enjoyment of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, each Owner's easement being appurtenant to and passing with the title to each Lot. Such easements shall be subject to such rules, regulations, rights, and the Association, including but not limited to, the following provisions, may establish restrictions of use as from time to time:

- A. The right of the Association to limit the number of guests of Members in the use of the Common Area.
- B. The right of the Association to borrow money for the purpose of improving the

Common Area and facilities, and in aid thereof to have the Common Area mortgaged by the Association.

- C. The right of the Association to have all or any part of the Common Area dedicated or transferred by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Association.
- D. The right of the Association to suspend this right and easement of enjoyment and to fine a Member for any period during which any assessment against his Lot is delinquent, or during which a Member is in violation of published rules and regulations adopted by the Association.
- E. The right of the Association to adopt rules and regulations pertaining to the Common Area for the benefit of the Owners.

Section 2. Delegation of Use. Any Member may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area facilities to the members of his family or contract purchasers, all of whom must reside on the Property.

Section 3. Title to the Common Area. Fee simple title to the Common Area shall be vested in the Association. Quit Claim Deed from the Developer to the Association shall convey title to the Common Area at such time as the Final Plat and this Declaration as to Phase I and any subsequent final plat and amendment to this Declaration for subsequent phases are recorded.

Section 4. Easements. The Association shall have the right from time to time to declare, grant and convey utility, telephone, and other easements for the benefit of the Association and Owners over, under, and across the Common Area.

ARTICLE VI: CONTROL OF IMPROVEMENTS

Section 1. Control of Improvements. No Improvement or change, including, but not limited to, the construction, alteration or erection of any structure or residence, garage, utility building, terrain change, fence, driveway, walkway, landscape screening, mailbox, outdoor lighting fixtures, any sanitary and/or storm sewer system, underground wiring, swimming pool, or pool deck, shall be commenced, erected, placed or permitted on any Lot until the plans, specifications and specific location (including elevation) of said Improvement or change has been approved in writing, or the requirement for such approval has been waived in writing, by the Architectural Committee, which is hereby established, that is appointed by the Developer or Board of Directors of the Association. The initial committee shall consist of Raymond Sowell, Mike Murphy, Chris Dickens, Ron Sklar, and John Duke. Without the prior written approval of the Architectural Committee, no exterior television or radio antenna, disc (except of a size of 24 inches in diameter or less) or other similar device may be erected, placed, allowed or maintained on any Lot or upon any Improvement situated on any Lot. No fencing containing or consisting of chain link or barbed wire shall be permitted. The Architectural Committee is hereby empowered to decide upon and dictate the particular placement and structure of such

device as a condition to approval, subject to the provisions of applicable laws, codes, ordinances and regulations. In the event that approval for such devices is granted, all such devices shall be completely screened from the view of other Lots, as well as public streets. Architectural Committee members shall serve at the pleasure of the Association or its assigns. To the contrary, notwithstanding, in the event that the Architectural Committee fails to approve or disapprove such design or location within ten (10) days after said plans and specifications have been submitted to it, the approval will not be required, and this section will be deemed to have been fully complied with. The Architectural Committee reserves the right to require the submission of designs, material selections and layouts of proposed Improvements or changes at different stages of the design process, and further reserves the right to specify the information required therein as well as the format thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but, in any event shall include (i) a site plan of the Lot showing the nature, color scheme, kind, shape, height, materials and location (including proposed front, rear and side setbacks) of all structures, fences, or barriers, and location of all parking spaces and driveways on the Lot, and (ii) grading, drainage, irrigation and landscaping plans for the particular Lot. The Architectural Committee shall promulgate rules and regulations governing the form and content of plans to be submitted for approval by the Architectural Committee.

If any Improvement or change requiring approval shall be undertaken on a Lot and said approval has not been obtained from the Architectural Committee or waived, or if any Improvement or change which is not in conformance with approved plans and specifications shall be undertaken on a Lot, said Improvement or change shall be deemed to have been undertaken in violation of these covenants; and, upon written notice of the Architectural Committee, any such Improvement or change deemed to be in violation shall be removed or altered so as to extinguish such violation. If, thirty (30) days after the notice of such violation, the Owner of such Lot in question shall not have taken reasonable steps toward the removal or alteration of the same, the Association, its representative, or the Architectural Committee shall have the right, through its agent, to enter said Lot and to take such steps as may be necessary to extinguish such violation and fine the Owner, and all costs, the Fine, expenses and attorney fees pertaining thereto shall be a binding obligation of the Owner as well as a lien on the Lot in question, upon the recording of such with the Chancery Clerk's Office of DeSoto County, Mississippi. Any lien so recorded shall be subordinate to the lien of any existing deed of trust.

For the purpose of ensuring the development of the Lots according to high standards, and to ensure reasonable compatibility of architectural designs, the Association and the Architectural Committee shall have the power to control all Improvements as set forth in this Article, as well as to make such exceptions to this Declaration, and to waive particular violations as either shall deem necessary, appropriate, or proper.

Section 2. Landscape Treatment of Common Areas. After the governmentally required planting has been installed by the Developer and accepted by the government, the Association shall maintain same and may provide additional landscape treatment after approval of the plans by the Architectural Committee.

Section 3. Certificate of Compliance. Upon completion or alteration of any Improvement on any Lot undertaken and completed in accordance with plans and specifications approved by the Architectural Committee, and on written request of the Owner

of such Lot, a Certificate of Compliance shall be issued in a form suitable for recordation. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such Certificate shall be conclusive evidence that all Improvements and/or alterations described therein comply with all requirements of this Declaration.

Section 4. Compliance with Building Codes. The applicable building codes in effect at the time of any construction shall apply to all construction.

Section 5. Non-Liability. Neither the Developer, the Association nor the Architectural Committee nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Any agent of the Association or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any Improvement thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction and alteration of the Improvement thereon are in compliance with the provisions of this Declaration, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VII: PROPERTY MAINTENANCE

Section 1. General Maintenance. The Association shall generally provide for the maintenance of all Improvements located on the C.O.S. including, but not limited to, the Storm Water Detention Areas. The Association shall establish a budget and Assessments for such expenditures and the disbursement and application of such Assessments.

The Association shall make necessary arrangements to maintain the Common Area and maintain and replace the Improvements on the Common Area, and to pay taxes and all other necessary expenses, including all types of liability insurance in connection with ownership of said Common Areas, which shall be paid by the Association through the Assessments.

Each 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, driveways, painting, streetlights, plumbing and electrical repairs. In the event an Owner of any Lot shall fail to maintain his or her Lot and the Improvements thereon in a manner reasonably satisfactory to the Association, and/or in keeping with other Lots, 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 Improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the Assessment of that Lot. The cost of said maintenance, expenses and attorney's fees shall be a binding obligation of the Owner as well as a lien on the Lot in question, upon recording of such notice with the Office of Chancery Clerk of DeSoto County, Mississippi. 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 then maximum legal rate of interest.

All lots have designed drainage. All maintenance expenses associated with the drainage on each Lot are solely the responsibility of the Lot Owner. Any modification to the designed drainage flow shall be designed by an engineer according to the Final Plat and approved by Developer or the Association.

Section 2. Damaged or Destroyed Improvement. The right is given to the Association to require the Owner of a damaged or destroyed Improvement on any Lot to make repairs or replacements in order to restore the Improvement to its condition prior to the damage or destruction, including the right to require that insurance proceeds paid to the Owner, because of said damage or destruction, be applied to the repair or replacement.

The Owner of each Lot shall carry and keep in full force and effect, at all times at the expense of the Owner, casualty insurance with limits equal to the replacement value of the Improvements located thereon.

ARTICLE VIII: USE RESTRICTIONS

The use restrictions set forth herein below shall apply to each Lot to ensure the best use and most appropriate development and improvement of each Lot; to protect each Owner of each Lot against improper use of surrounding Lots as well as depreciation of the value of each Lot; to preserve, as far as practicable, attractive Improvements on such Lots, appropriately located on such Lots; to prevent haphazard and inharmonious Improvements on such Lots; to secure and maintain proper setbacks from streets, and adequate spaces between structures; and, in general, to provide adequately for a high type and quality of Improvements on such Lots, and thereby enhance the value of investments made by Owners of such Lots.

- A. All Lots shall be known and described as residential lots and no structure shall be erected on any lot other than one single-family residence and garage and not more than one detached building.
- B. Building setback lines shall be as shown on the final plan and/or as required by the City of Piperton and the recorded plat.
- C. All property owners shall be required to be members of the Piper Hollow Subdivision Homeowners' Association, Inc. and shall be subject to any declarations, covenants, and restrictions enacted by the Association and any other declarations, covenants and restrictions hereinafter executed in writing and filed in the Office of the Register of Fayette County, Tennessee.
- D. All residences shall contain a minimum of square feet of heated living area per the following:

Lots 1-6 and 28-35	2,600 square feet
Lots 7-27	2,200 square feet

- E. The required square footage does not include heated porches, garages or other areas not normally considered part of the heated area.
- F. Construction traffic for the primary residence shall not use Piper Hollow Drive by way of Keough Drive and must at all times use the designated entrance at Commerce Drive as noted on the Master Plan.
- G. No building shall be erected on any Lot wherein there shall be installed any aluminum windows unless approved by the Architectural Committee.
- H. All privacy fences are to be 6-foot cap rail and skirt of cedar or preservative treated wood construction, excepting fencing as required by the City of Piperton in its approval of the Master Plan. All fences are to be constructed in accordance with the City of Piperton's regulations regarding fences and the Architectural Committee. Street facing portions shall be constructed so that the structural rails are not exposed to the street.
- I. All Improvements upon any Lot shall be of new construction and no building or structure shall be moved onto any Lot. No house, trailer, tent, shack, barn, temporary building, temporary toilet facility, outbuilding, or guesthouse shall be erected on any of said Lots without approval in writing of the Association. No trailer, basement of any incomplete Improvement, shack, garage or other temporary building or structure of any kind shall be used at any time as a residence, either temporary or permanent, without the prior written approval of the Architectural Committee.
- J. All swimming pools and accessory buildings shall be installed in accordance with the City of Piperton and the Architectural Committee. No above ground pools are permitted on any Lot. All satellite dishes must be on the roof, not visible from the street and not on the front of a house, and approved by the Architectural Committee.
- K. Accessory structures, buildings, recreational structures including without limitation, pool houses, swings, basketball goals, jungle gyms dollhouses, dog pens, dog runs, and swimming pools must be constructed in accordance with the ordinances of the City of Piperton. Basketball goals cannot be located in front of the building setback line of any residence constructed on a lot. Basketball goals must be maintained in "good order and appearance" in such a fashion that they do not detract or undermine the esthetics of the neighborhood such as but not limited to replacement or repair of torn and/or missing nets, bent rims, bent or broken supports, worn or discolored backboards, or leaning poles. The Architectural Committee of the Association shall solely determine "good order and appearance. The Architectural Committee may compel any homeowner or renter to remedy, repair and/or remove any non-compliant basketball goal. The Piper Hollow Homeowners Association shall not be liable for any damage or injury that occurs as a direct or indirect result of the use or the existence of any basketball goal. Portable basketball goals and other sport or play equipment shall not be placed in the right of way of the streets and should be a minimum of thirty (30) feet behind the curb at all times.

- L. 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 a nuisance to the neighborhood.
- M. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that up to three (3) generally recognized domestic animals (e.g., dog or cat) may be kept as pets. In all instances, pets shall be restrained within fenced areas, by "invisible fencing", or kept under leash or housed in appropriate structures built for such animals, provided the structure conforms to the restrictions in this Declaration and the plans therefor are approved in advance by the Architectural Control Committee.
- N. All dog pens and recreational structures, such as swings, jungle gyms, dollhouses, pool houses, shall be screened from the street by a 6' tall (min.) privacy fence and landscaping, if necessary.
- O. No recreational vehicles, commercial vehicles, or trailers of any kind, including, but not limited to trucks, vans, boats, boat trailers, R.V.'s, campers, race cars, house trailers, camping trailers, hobby vehicles, motorcycles, all terrain vehicles, pick-up trucks, or other similar vehicle shall be stored or parked on any lot, unless in a closed garage or otherwise screened from the view of neighbors or the roads to the satisfaction of the Architectural Committee. No A-frame, motor mount or other similar device may be placed on any Lot. No disabled automobiles or other motorized vehicles may be stored on any Lot or on the street adjacent thereto unless located within an enclosed garage. None of the above may be parked on or adjacent to the street. No tractor or trailer may be parked on any Lot or on the streets within the development.
- P. All equipment, utility meters, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to reasonably conceal them view of the adjacent Lots. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Debris and trash during the construction of Improvements shall be collected daily in containers approved by the Architectural Committee and periodically removed so that no unsightly condition occurs on the Lot or any other Lot.
- Q. All exterior Christmas decorations may be placed on the residence and on the lot no earlier that 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.
- R. One "for sale" sign may be placed in an owner's yard and it must be approved by the Architectural Committee in advance. 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 development and sales period of the lots and/or homes in the subdivision.
- S. No sign advertising a property "for rent" or "for lease", or any other sign of any nature, except "for sale" signs as noted herein, may be placed upon an owner's

property or in an owner's property so that it is visible from off the property.

- T. No type of pole, flagpole, or flag shall be allowed to be erected or placed upon an owner's property.
- U. Each Lot shall be maintained in a neat and attractive manner. Any Installed lawn areas, driveways, or landscape elements, which are viewed from the street, shall be kept mowed and cleared of any debris at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner.
- V. Professional lawn service companies shall not mow grass or operate any other 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 machinery on Sundays.
- W. Trees, shrubs, vines, debris, and plants that die shall be promptly removed from Lots. Developer and/or the Association, at their option and their discretion, may mow the grass and have dead trees and debris removed from such Lot, and the Owner of said Lot shall be obligated to reimburse the Developer and/or the Association for the cost of such work. Such cost shall create a valid lien on said Lot, which shall be enforceable, as a special assessment against the Lot should the Owner refuse or neglect to comply with the terms of this paragraph.
- X. No excessive weeds, underbrush or other unsightly or unattractive growth shall be permitted to grow or remain upon any Lot, and no refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on any Lot. In the event that any Owner or occupant of any Lot shall fail or refuse to keep the Lot free from such unsightly growths or objects, then an agent of the Architectural Committee, after written notice to the Owner, may enter upon the Lot and remove the same at the expense of the Owner and such entry shall not be deemed a trespass. In the event of such a removal, the Owner shall pay the expenses thereof. Such cost shall create a valid lien on said Lot, which shall be enforceable, as a special Assessment against the Lot should the Owner refuse or neglect to comply with the terms of this paragraph.
- Y. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner of the Lot is ready to commence construction or renovation of Improvements. Building materials shall be kept in an organized and compact manner and appropriate measures taken daily to prevent unsightliness during construction. No construction shall be commenced until appropriate erosion controls are in place, and such shall be maintained during the time of construction
- Z. All exterior lighting on each Lot shall be constructed and maintained so as to provide such illumination as is necessary for that Lot only without unreasonably interfering with the peaceful enjoyment of any adjacent Owner. Exterior security or spotlights shall be directed toward the ground and not toward adjacent Lots or roads. Each home is required to have a PE cell controlled double head flood on a house corner closest to the street to illuminate front yard and drive.

- AA. Auxiliary structures, as approved by the Architectural Committee, shall be located within the buildable setback.
- BB. Owner's right of use of its Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations, and law and the use restrictions set for in this Article, the more restrictive provision shall apply.
- CC. All roofs of all buildings erected on a lot shall be comprised of a dimensional shingle material, unless otherwise approved in writing by the Architectural Committee. Accent, dormer, and porch roofs may be copper, galvalume, or any of the several bronze type metal roofs, as manufactured by Pac-Clad or similar manufacturer. Re-roofings must be in accordance with these covenants. No awnings on the front or sides of the house of any kind will be permitted without the approval of the Developer or the Association.
- DD. All driveways are to be of exposed aggregate concrete. No accessory parking pads are allowed within the front yard setback except the drive to the garage door. Each lot owner is to provide portable toilets for its house(s) during construction.
- EE. Exposed 10" diameter or larger metal fireplace chimneys are prohibited. Gas fireplace B-vent metal chimneys that are similar to a water heater or furnace metal chimney are acceptable, as long as they are not readily visible from the street in front of the residence.
- FF. All residences must have a minimum of a two (2) car enclosed garage for vehicle parking. However, no garage shall be larger than for four (4) cars. Front load garages shall be recessed a minimum of four (4) feet from the front building line.
- GG. Any garage built in a location on the Lot where it can be seen from any public street abutting the Lot must be enclosed and must have a door which, when closed, will screen the interior of the garage from public view from all such public streets abutting the Lot. Garage doors must be kept shut, except during ingress and egress.
- HH. All yards shall be of solid sod except as otherwise initially agreed upon with the Developer. Any dead plants shall be removed and replaced immediately. The builder of the primary residence shall install landscaping, including but not limited to the planting of street trees in the six-foot area in the front yards of each lot reserved for the same, which at a minimum shall comply with the landscape plan approved by the City of Piperton for the Piper Hollow Landscape Plan. Building locations, setbacks, landscaping and gardening shall be subject to the following conditions:
 - I. All buildings other than a residence, whether permanent or temporary, shall be located to the rear of the residence.
 - II. All gardens must be planted to the rear of the residence.
- II. Provided curbside delivery is approved by the United States Postal Service, the following will apply: all mailboxes (and the numerals thereon) and the supports

and encasements within the Subdivision are to be identical in design, i.e. Halle Design Mailbox by Pickle Iron Specialties Company or like kind approved by the Architectural Committee.

- JJ. Any required landscape screen (including but not limited to earthen berm, embankments, fencing, and plant material) and any permanent entrance treatments and fencing shall remain in place and shall not be removed.
- KK. All dwellings shall be built in accordance with the requirements of the City of Piperton.
- LL. Once a lot is sold by Developer, the owner shall be required to construct sidewalk(s) thereon as required by the pedestrian circulation plan. Should a lot owner not have installed the required sidewalk(s) for that lot within eighteen (18) months of the date of the recording of the deed and should the lot owner refuse to do so, the Developer shall have the right, but not the obligation, to access said lot to install same and to file a lien on the property or sue for the cost of the sidewalk or the owner shall bond for the cost with the City of Piperton.
- MM. No business activity of any kind whatever shall be conducted in any Improvement or on any portion of the Property without the prior written approval of the Board of Directors, except as allowed by the City of Piperton zoning in a residential district.
- NN. No Owner shall, within any location, place or permit any structures, fencing, plants or other material, which may damage or interfere with interfere with the positive natural drainage of the Property. Further, no Owner shall install any Improvements or modify any existing grades in such a manner as would impair the positive, natural flow of water from or onto the Owner's Lot. The Owner of the Lot shall maintain any drainage facility on a Lot continuously. Slope areas within any Lots shall be maintained continuously by the Owner in a neat, orderly and safe condition and in such manner as to enhance the appearance and maintain established drainage courses, prevent erosion, and sliding problems and facilitate the orderly discharge of water through drainage systems.
- OO. Trash and garbage shall be kept in sanitary containers that must be located to the rear of the residence out of public view and in a location that will not be offensive to other Owners.
- PP. After initial construction of the home on a lot, no debris, trash, ashes or other refuse may be thrown or dumped on any of the Lots. Debris and trash during the construction of an Owner's Improvements shall be collected daily by each Owner (or his or her representative) in containers approved by the Architectural Committee and periodically removed so that no unsightly condition occurs on the Lot or adjoining Lots.
- QQ. An Owner's right of use of his Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations and laws and the use restrictions set forth in this Declaration, the more restrictive provision shall apply.
- RR. No Owner shall permit any use of his Lot or any Improvement thereon for any

purposes which shall increase the fire hazard to adjoining Lots or for any purpose or use in violation of local, state or federal statutes or ordinances.

- SS. All exterior speakers are subject to regulation by the Association with regard to decibel levels at Lot boundaries.
- TT. Violation of the covenants and restrictions herein contained shall not cause a forfeiture or reversion of title.
- UU. Each Lot owner shall be responsible for any and all erosion control measures that may be required by any governmental authority.
- VV. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE IX: TERM OF DECLARATION

These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them, until the expiration of thirty (30) years after recordation of this Declaration at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of eighty percent (80%) of the then Owners of all Lots, either prior to or at such time it is agreed to terminate said covenants, conditions and restrictions. The termination shall be effective upon recording of such instrument in the Fayette County Register's Office..

ARTICLE X: COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) regular Assessments or charges, to be collected either monthly, quarterly, or annually as the Association shall determine, (2) special Assessments for capital Improvements or other purposes, such Assessments to be fixed, established and collected from time to time as hereinafter provided, and (3) emergency Assessments as may be declared by the Board of Directors. The regular, special, and emergency Assessments, and Fines assessed for the violation of these covenants, together with interest, costs and reasonable attorney's fees, if delinquent, shall be a charge and a continuing lien upon the Lot against which the charge is made until paid in full. Each such Assessment and Fine, together with interest, costs, and reasonable attorney's fees, if delinquent, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or Fine became due. Fines shall be established and assessed by the Board of Directors.

Section 2. Purpose of Regular and Special Assessments. The Assessments levied by the Association shall be used exclusively for the benefit, health, safety and welfare of the residents of the Property and for the construction, renovation, replacement and/or maintenance of any Improvements, Common Areas and easements of the Association located on the Property, including, but in no way limited to, the following:

- A. The cost of all operating expenses of the Association and services furnished; and

- B. The amount of all taxes and assessments levied against the Association or upon any Property which it may own or which it is otherwise required to pay, if any; and
- C. The cost of liability insurance and the cost of such other insurance as the Association may determine; and
- D. The cost of funding all reserves established by the Association, including when appropriate, a general operating reserve and/or reserve for replacements; and
- E. Any professional fees (architectural, legal, property management, and engineering) and compensation to the members of the Architectural Committee; and
- F. The estimated and/or actual cost of all operating expenses, repairs, replacements, maintenance and replanting of the entry features and other Common Area over which the Association has control; and
- G. The estimated and actual cost of enforcing and policing all the terms, covenants, conditions, restrictions and other duties and obligations contained in this Declaration.

During the period of development, Developer shall pay the previously described costs which are ultimately to be the responsibility of the Association; and, so long as Developer performs such obligation, each lot owner shall pay to Developer, or designated Property Manager, a reasonable annual fee to defray said expenses. At the time of lot closing, each Purchaser will pay to Developer, in advance, its pro-rata share of the annual assessment for the year in which closing occurs. Developer shall not be required to pay dues on unsold lots, until such time as Developer turns over control of the Association by Developer's appointment of Members of the Association to the Board of Directors of the Association pursuant to Article XIII, Section 15 herein below, Developer shall thereafter pay to the Association such Assessments as are made by the Members with respect to any Lots still owned by Developer and Developer shall have no further liability for payment of the foregoing expenses.

Section 3. Regular Assessments. The regular Assessment shall be set at an amount sufficient to provide for the requirements hereof. The regular Assessment for each calendar year, and the basis for payment thereof, shall be determined by the Board of Directors. The regular Assessments for a particular calendar year shall become a lien upon the Lots on the first day of such calendar year.

Section 4. Special Assessments. In addition to the Assessments authorized above, the Association may levy special Assessments for such purposes as it may determine, provided that any such Assessment shall have the affirmative vote of at least fifty-one (51%) percent of the total number of votes cast in person or by proxy at a meeting duly called for that purpose. Written notice of such meeting must be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. A special Assessment hereunder shall become a lien upon the Lots upon approval of such special Assessment in accordance with the foregoing.

Section 5. Emergency Assessments. In the event of any emergency situation, condition or occurrence affecting the life, health, safety or welfare of the Owners or property of Owners, or the Property, the Board of Directors, acting pursuant to this section, may declare an emergency Assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency Assessments, except for the amount and time of payment, shall be governed by all other provisions of this Declaration, which pertain in general to all types of Assessments authorized herein. Such Assessments shall be borne uniformly by all Owners. The Board of Directors shall be duly protected and not liable for any mistake in judgment hereunder if the emergency Assessment was made in good faith.

Section 6. Pro Rata Assessment. Regular, special and emergency Assessments shall be pro rata for each Lot constituting a part of the Property based upon the total number of Lots excluding any Lots which are Common Area and may be collected on a yearly, quarterly or monthly basis.

Section 7. Quorum for Any Action Authorized Under Sections 3 and 4. At any annual or specially called meeting for the purposes set out in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty (50%) percent of all of the eligible votes of Membership shall constitute a quorum. If, however, such quorum shall not be present or represented at the meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 8. Date of Commencement of Annual Assessments-Due Dates. The regular Assessments provided for herein shall commence as to each Lot on the first day of the month following the transfer of a Lot to an Owner. The Association shall, upon request, furnish a certificate in writing signed by a representative of the Association setting forth whether the Assessments on a Lot have been paid. A reasonable charge may be made for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments.

A. Remedies of the Association Generally. Any Assessments, which are not paid when due, shall be delinquent. If the Assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the due date at the rate set by the Association, or if no rate is set, at the highest rate allowed by law, plus a late charge equal to ten percent (10%) of the amount not paid when due. The Association may bring an action at law against the Owner to collect the Assessment or in equity to enforce the lien provided for herein or exercise its right of public sale as set forth herein below if payment is not made within thirty (30) days from the due date. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Owner of a Lot on which there are delinquent Assessments shall not be eligible to participate or vote in any meeting of the Association, nor shall the Owner be counted in determining a quorum, and may, along with his guests and the occupants of his Lot, be prohibited by properly adopted resolution of the Board of Directors from using the Common Area or other privileges of membership in the Association.

B. Enforcement of Lien. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and any assumption of the obligations by transferees as required hereunder, and to secure the payment of regular, special and emergency Assessments as provided for herein, any Fine, principal, interest and attorney's fees, a lien is expressly retained by the Association on each and every Lot. Such lien may be enforced by an action in a Court of equity for attachment of the Lot and sale pursuant to Order of Court or, in the alternative; the Board of Directors of the Association shall have the authority and power to sell the Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such public sale if and only if such sale is made subordinate to any prior recorded lease, mortgage or deed of trust upon the Lot. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorneys' fees. The Owner shall also be required to pay to the Association the Assessment for the Lot during the period of foreclosure. Any such sale shall be made after first advertising the sale of the Lot for twenty-one (21) days by three (3) weekly publications in some newspaper in the County of DeSoto, State of Mississippi, giving notice of the time and place of such sale of the Lot and posting such notice in the DeSoto County courthouse. Written notice to the Owner is hereby waived and shall not be required. Any sale of a Lot to enforce a lien for delinquent and unpaid Assessments shall be free from equity of redemption, statutory right of redemption, homestead and dower and all other exemptions, all of which are expressly waived by the Owner, and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot except real estate and ad valorem taxes assessed against the Lot and prior recorded leases, mortgages or deeds of trust.

The Board of Directors shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey it. The proceeds of any such sale shall be applied first to the payment of the expenses of protecting the Lot and the expenses of litigation, attorney's fees, and sales commissions; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust; and third, to the payment of all amounts due the Association under the terms of the Declaration and Bylaws; and fourth, to the payment of any other mortgages or deeds of trust; and the balance, if any, according to applicable law. Upon any default in the payment of any Assessment, the Board of Directors shall have the right to all rents, issues, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession in the same manner as a mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors or an Owner, pursuant to any terms, provisions and covenants or conditions of this Declaration and the Bylaws shall be deemed to be cumulative, and the exercise of any one or more remedies shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by this Declaration and the Bylaws or at law or in equity.

The Association may require the Owner of the Lot which is delinquent on any Assessment levied pursuant to this Declaration or is in default in the performance of any other obligation hereunder for a period in excess of sixty (60) days to notify the holder of any and all

mortgages and deeds of trust on the Lot of such delinquency or default.

Section 10. Fine. The Architectural Committee and/or Board of Directors of the Association shall have the right to impose an initial Fine not to exceed Two Hundred Fifty Dollars (\$250.00) as adjusted annually by Consumer Price Index (or any substitute index) for any one violation of the covenants contained herein. Such a Fine shall be in addition to the remedies set forth previously, and shall not restrain the aforementioned entities from taking any or all of the remedies and actions outlined in this Declaration. A violation, which continues after the provision of written notice, shall be treated as a continuous violation and shall result in a Fine of Fifty Dollars (\$50.00), adjusted annually by Consumer Price Index, per day until the violation ceases. Fines shall be attributable to each Lot and shall be a personal obligation of the Owner and shall be secured by a lien on such Lot at the time they become payable, pursuant to notice given by the Board of Directors by billing or otherwise (whether or not such notice is received by the Owner), and such lien shall also cover interest and any necessary collection expenses, including attorneys fees, provided, however, that such lien shall be subordinate to real estate taxes and any deed of trust or mortgage to secure a bona fide indebtedness recorded prior to the giving of such notice, or within ten (10) days after receipt of a written acknowledgement from the Association that no charges are outstanding against such Lot.

Section 11. Acceleration of Installments. Upon default in the payment of any one or more installments of any Assessment levied pursuant to this Declaration, the entire balance of said Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, fifteen (15) days after written notice of such default is given to the Member.

Section 12. Subordination of the Lien to Mortgage. The lien of the Assessments payable by the Owner of a Lot shall be subordinate to the lien of a prior recorded mortgage or deed of trust except for the amount of such Assessments which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This Section 12 shall not be amended, changed, modified or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

Section 13. Additional Default. Any recorded mortgage or deed of trust secured by any Lot shall provide that any default by mortgagor in the payment of any Assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage or deed of trust (or of the indebtedness secured thereby), but failure to include such a provision in any such mortgage or deed of trust shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage or deed of trust (or of the indebtedness secured thereby) by reason of this Article shall not be altered, modified or diminished by reason of such failure.

Section 14. Exempt Property. All Properties dedicated to and accepted by a local public authority and the Common Area shall be exempt from the Assessments created herein except as otherwise specifically provided.

ARTICLE XI: LEASING PROHIBITION

Lot Owners are prohibited from leasing all or any portion of their Lot for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short-term rentals under such programs commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Article XI (c), any Lot Owner may apply for a waiver under Article XI (b) to the Temporary Leasing Prohibition of this Article XI (c).

In the event of any violation of this Article by an Owner, the Association shall be entitled to any remedy available at law or in equity from such Owner including, but not limited to, damages and injunctive relief together with any attorney's fees incurred by the Association and all costs and expenses of whatever type, kind or nature expended by the Association to enforce any of the provisions of this Article, whether such enforcement is by way of non-judicial action.

ARTICLE XII: ENFORCEMENT OF DECLARATION

If any Owner, his heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants, conditions and restrictions set forth herein, any Owner, or the Association may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction to prevent such violation or attempted violation, may seek specific performance or may recover damages for any such violation. Failure to enforce any of such covenants, conditions and restrictions shall in no event be deemed a waiver of the right to do so thereafter. In the event of such litigation, the party guilty of such violation or attempt to violate shall pay the other party's attorney's fees and costs incurred in enforcing this Declaration.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

Section 1. Liability of Association. The Directors of the Association and all members of the Architectural Committee are hereby expressly relieved of any liability to any Owner, and to any other party to the extent permitted by law, for any act of omission or commission in connection with the performance of their functions as Directors of the Association or such member, except for willful misconduct or act of bad faith.

Section 2. Severability of Covenants, Conditions and Restrictions. Invalidation of any one or more of the covenants, conditions and restrictions or other provisions herein or hereafter set forth by any Judgment or Court Order shall in no way affect any of the other covenants, conditions and restrictions which shall remain in full force and effect.

Section 3. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or individuals, men or women, shall in all cases be assumed as applicable.

Section 4. Amendment. Subject to the limitations and rights contained in Articles IV, IX and X hereof, these covenants, conditions and restrictions may be amended at any time during

the initial term hereof or any extension thereof by an instrument signed by Members having not less than two-thirds (2/3's) of the eligible votes of the Association, with such amendment to be effective upon recording in the Chancery Clerk's Office of DeSoto County, Mississippi. To the contrary herein notwithstanding, no provision herein concerning the rights of the Developer may be amended without the written consent of the Developer until such time as the Developer no longer owns a Lot in the Subdivision or until ten (10) years from the recording of this Declaration, whichever should occur first.

Section 5. Condemnation, Destruction or Termination of the Common Area. In the event of loss or damage to the Common Area as a result of condemnation, in whole or in part, or partial or total destruction, the Board of Directors of the Association shall represent the Association in any proceedings, negotiations, settlements or agreements. In representing the Owners, the Board of Directors of the Association shall serve as the attorney-in-fact for the Owners. Any proceeds from any settlement shall be payable to the Association for the benefit of the Owners.

Section 6. Contract for Property Management. The Association may retain the services of a professional management company to manage and maintain the Common Areas of the Property. Any such contract shall include a right of termination without cause, which may be exercised by the Association at any time. There shall be no penalty for the right of termination by the Association and advance notice of termination shall be required of no more than ninety (90) days.

Section 7. Rights of Mortgage Holders, Insurers or Guarantors. The holder, insurer or guarantor of a mortgage on any Lot in the Property shall have the right to timely written notice of the following:

- A. Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage;
- B. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or
- D. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the mortgage holder, insurer or guarantor must send a written request to the Association, stating both its name and address and the address of the Lot on which it has or insures or guarantees the mortgage.

Section 8. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way over the Common Area for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or equipment for such purposes related to the

provision of public utilities and other common services to the Property or any Lot(s) as may be considered necessary, appropriate or desirable by the Board of Directors or the Association for the preservation of the health, safety, convenience and/or welfare of the Owners and the Association.

Section 9. Grant of Easement. An easement is hereby granted to all police, fire protection, ambulance, security, garbage collection, and U.S. Postal Service, Federal Express, United Parcel Service or like delivery service, persons to enter upon the Common Areas and any Lots in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Areas and any Lot or Improvement on any Lot to perform the duties of maintenance and repair of the Lot, Improvement or Common Area provided for herein. Should any utility request a specific easement by separate, recordable document, the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof. The easements provided for in this section shall in no way affect any other recorded easements on the Property.

Section 10. Insurance. The Association shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financially responsible and able companies, licensed to do business in Mississippi, covering the risks of:

- A. Bodily injury and property damage liability insurance in such limits as the Board of Directors may from time to time determine; and
- B. Worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, and subcontractors of the Association in the amounts and in the forms now or hereafter required by law; and
- C. Fidelity coverage against dishonesty of employees or any other persons handling funds of the Association, destruction or disappearance of money or securities and forgery and endorsements thereto covering any persons who serve the Association without compensation; and
- D. Insurance against such other risks of a similar or dissimilar nature as the Board of Directors shall deem appropriate with respect to the Property, including insurance on any personal property of the Association located thereon, and Directors and Officers liability insurance with respect to the actions of the Board of Directors and officers of the Association. The types of coverage and limits of all insurance carried pursuant to these provisions or failure to carry adequate coverage shall not be subject to question or claim against the Association or its Board of Directors. Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of such additional insurance carried by any Owner.

Section 11. Notices. Any notice required to be sent to any Owner or Member under the

provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person or entity who appears as an Owner or Member on the records of the Association at the time of such mailing.

Section 12. Expansion by Developer. Developer shall have the right but not the obligation to expand the Subdivision as shown on the Master Plan attached hereto as Exhibit "A" by recording a final plat for each subsequent Phase and amending this Declaration to incorporate the additional Phases into the Subdivision.

Section 13. Additional Restrictions. Developer reserves the right to impose additional specific restrictions upon any Lot in the Subdivision at the time of sale by the Developer of such Lot. Such additional restrictions may be made by appropriate provision in the deed of conveyance, without otherwise modifying this Declaration. Such additional restrictions shall apply to the Lot or Lots to which they are specifically imposed, provided that any such additional restrictions shall be more restrictive than the covenants contained herein.

Section 14. Homeowner's Right of Action against Developer. The Homeowner's Association cannot bring suit against Developer. Should a Lot Owner or Lot Owners have cause to file suit against Developer they must do so individually and cannot bring as a class within the Homeowners Association. Any controversy as to whether the Lot Owner is entitled to damages shall be determined by binding arbitration. Arbitration hearings shall be held in the County where the Property is located. The arbitrators shall hear and determine said controversy in accordance with applicable law, the intention of the parties as expressed in this agreement and any amendments thereto, and upon the evidence produced at an arbitration hearing. Pre-arbitration discovery shall be permitted in accordance with State Law applicable to arbitration proceedings. The award shall be executed by at least two of the three Arbitrators, be rendered within thirty days after the conclusion of the hearing and may include attorneys' fees and costs to the prevailing party.

Section 15. Term of Developer's Control of the Association. For a period of ten (10) years from the date of recording this Declaration or upon the sale of one hundred percent (100%) of the Lots in the Subdivision, as it may be expanded pursuant to the terms of this Declaration, whichever occurs first, Developer shall have the right to appoint the Board of Directors of the Association and shall be responsible for the payment of all expenses of the Association with the right to the credit against such expenses as set forth in Article X, Section 2. Thereafter, Directors shall be elected pursuant to the terms of the Bylaws of the Association.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the Developer has hereby executed this Declaration on the day and year first above written.

ARBOR VIEW DEVELOPMENT, LLC
a Tennessee Limited Liability Company

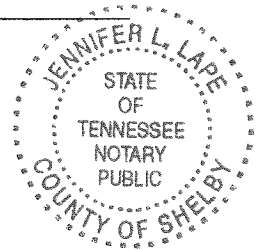
BY: T. Sowell
TREY SOWELL, Member

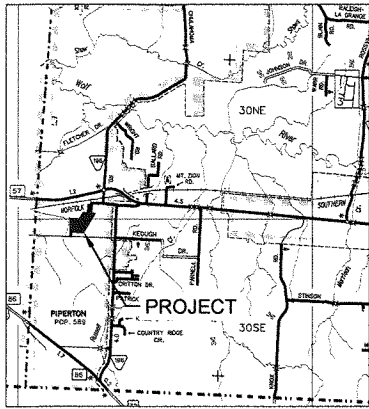
STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said County and State, on this 27th of July, 2021 within my jurisdiction, the within named, Trey Sowell, who acknowledged that a member of Arbor View Development, LLC, a Tennessee member-managed limited liability company, and that as a member of said limited liability company, he executed the above and foregoing instrument after first having been duly authorized by said limited liability company so to do.

Jennifer L. Lape
NOTARY PUBLIC

My Commission Expires: 08/05/23





VICINITY MAP



JEAN C. SUTTON
ES. 0600, PG. 309

BENNY M. JOHNSON
AND
DELORES A. JOHNSON
(PROVISIONAL) (P)
INST. NO. 100894
PARTS 1&2

BENNY M. JOHNSON
AND
DELORES A. JOHNSON
(PROVISIONAL) (P)
INST. NO. 100894
PARTS 1&2

AOC, LLC
INST. NO. 0908817
TRACT 10

(PART OF)
AOC, LLC
INST. NO. 0908817
TRACT 1

DUSTY M. GRIFFITH
AND
LEANNE F. GRIFFITH
INST. NO. 100894

DUSTY M. GRIFFITH
AND
LEANNE F. GRIFFITH
INST. NO. 100894

PEMBROKE T. FINCKNEY, III
ES. 0001, PG. 138

PHASE 2
FOREST GROVE SUBDIVISION
P.B. 9, PG. 19
LOT 4

PHASE 3
FOREST GROVE SUBDIVISION
P.B. 9, PG. 19
LOT 4

PHASE 3
FOREST GROVE SUBDIVISION
P.B. 9, PG. 19
LOT 5

PHASE 3
FOREST GROVE SUBDIVISION
P.B. 9, PG. 19
LOT 2

PHASE 3
FOREST GROVE SUBDIVISION
P.B. 9, PG. 19
LOT 1

DAVID W. BRESINGER AND
WIFE LAURA
ELIZABETH
BRESINGER
ES. 069, PG. 253

HAROLD D. MANGRUM
AND WIFE
CAROL A. MANGRUM
ES. 0632, PG. 468

SITE DATA:	
EXISTING ZONE DISTRICT -	R-C
PROPOSED ZONE DISTRICT -	M-UG
GROSS SITE ACAGE -	88.83 AC.
OPEN SPACE -	23.7 AC.
% OPEN SPACE -	26.6%
DENSITY -	1.98 LOTS PER ACRE
NUMBER OF LOTS -	178
85' WIDE LOTS -	22
75' WIDE LOTS -	22
65' WIDE LOTS -	60
55' WIDE LOTS -	60
45' WIDE LOTS -	1
BULK REQUIREMENTS -	32' FRONT, 20' REAR AND 5' SIDE

MASTER DEVELOPMENT PLAN
REVISION 1
PIPER HOLLOW
176 LOTS
PIPERTON, TENNESSEE
PARTS OF: PB 170, PG 01440; PB 170, PG 03339
DATE: OCTOBER 2020
DEVELOPER: GROVE INVESTMENTS, LLC
492 SWEETBRIAR ROAD
MEMPHIS, TN 38120
SHEET 1 OF 2

Exhibit A

BYLAWS OF
PIPER HOLLOW
HOMEOWNERS ASSOCIATION, INC.

EXHIBIT B

TABLE OF CONTENTS
of
BYLAWS OF PIPER HOLLOW
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I – NAME & LOCATION	PAGE NO.
ARTICLE II – DEFINITIONS	
Section 1. Association.....	1
Section 2. Owner.....	1
Section 3. Property.....	1
Section 4. Lot.....	1
Section 5. Member.....	2
Section 6. Declaration.....	2
ARTICLE III – MEETINGS OF MEMBERS	
Section 1. Annual Meetings.....	2
Section 2. Special Meetings.....	2
Section 3. Notice of Meetings.....	2
Section 4. Quorum.....	3
Section 5. Proxy.....	3
Section 6. Action Taken Without a Meeting.....	3
ARTICLE IV – BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE	
Section 1. Number.....	4
Section 2. Term of Office.....	4
Section 3. Removal.....	4
Section 4. Compensation.....	5
Section 5. Action Taken Without a Meeting.....	5
Section 6. Ex Officio Members.....	5
ARTICLE V – NOMINATION AND ELECTION OF DIRECTORS	
Section 1. Nomination.....	5
Section 2. Election.....	6
ARTICLE VI – MEETING OF DIRECTORS	
Section 1. Regular Meetings.....	6
Section 2. Special Meetings.....	6
Section 3. Quorum.....	6
ARTICLE VII – POWERS AND DUTIES OF THE BOARD OF DIRECTORS	
Section 1. Powers.....	6
Section 2. Duties.....	7
ARTICLE VIII – OFFICERS AND THEIR DUTIES	
Section 1. Enumeration of Officers.....	9
Section 2. Election of Officers.....	10
Section 3. Term.....	10
Section 4. Special Appointments.....	10
Section 5. Resignation and Removal.....	10

Section 6. Vacancies..... 10
Section 7. Multiple Offices..... 11
Section 8. Duties..... 11

ARTICLE IX – COMMITTEES..... 12
ARTICLE X – BOOKS AND RECORDS..... 13
ARTICLE XI – ASSESSMENTS..... 13
ARTICLE XII – AMENDMENTS..... 14
ARTICLE XIII – MISCELLANEOUS..... 14

BYLAWS OF
PIPER HOLLOW HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

NAME AND LOCATION

The name of the corporation is Piper Hollow Homeowners Association, Inc. hereinafter referred to as the "Association". The principal office of the corporation shall be located in Fayette County, Tennessee, but meetings of the Members and Directors may be held at such place within the State of Tennessee and the County of Fayette as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to the Piper Hollow Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Piper Hollow Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to one of the Lots as shown on the Final Plat attached to the Declaration as Exhibit "C", reference being made to the Warranty Deeds conveying individual Lots for an exact description of said Lots.

Section 5. "Member" shall mean and refer to every person or entity holding membership in the Association as provided in the Declaration.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Piper Hollow Subdivision and recorded in the Fayette County Register's Office.

ARTICLE III.

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. or at such different day and hour as determined by the Board of Directors of the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are eligible to vote one-fourth (1/4) of all the votes of the Association.

Section 3. Notice of Meetings. Written notice stating the place, day and hour of the meeting, and in the case of any special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting shall be delivered either personally or by mail, at the direction of the President, Secretary, officer, person or persons calling the meeting, to each Member entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) days nor more than sixty (60) days

before the date of the meeting and shall be deemed to be delivered when deposited in the U.S. Mail and addressed to the Member at his address as it appears on the membership books of the Association, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting and shall be deemed delivered when actually received by the Member.

Section 4. Quorum. The presence at the meeting of Members, in person or by proxy, entitled to cast fifty percent (50%) of all votes of the Property shall constitute a quorum for any action except as otherwise provided in the Charter of Incorporation, the Declaration, or these By-laws. If the number of votes eligible to be cast drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxy. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No Member may vote more than one (1) proxy in addition to their own vote.

Section 6. Action Taken Without a Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written consent of all of the Members to taking action without a meeting

and approval of a majority of the Members to the action taken. Any action so approved shall have the same effect as though taken at a meeting of the Members.

ARTICLE IV.

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors who must be Members of the Association. The first Board of Directors will be appointed by the Developer, Arbor View Development, LLC, a Tennessee limited liability company ("Developer"). The Developer shall have the right to appoint the Board of Directors until such time as control of the Subdivision terminates pursuant to the terms of the Declaration. Thereafter, Directors shall be elected at the next annual meeting of the Members by vote of the Members.

Section 2. Term of Office. One Director shall be elected and hold office for one (1) year or until his successor is elected. Two (2) Directors shall hold office for a term of two (2) years or until their successors are elected. Two (2) Directors shall hold office for a term of three (3) years or until their successors are elected. Successor Directors to the first board shall hold office for a term of three (3) years or until their successors are elected so that election of Directors shall be staggered. Cumulative voting shall not be permitted in the election of Directors.

Section 3. Removal. Except for the Developer appointed Directors, any Director may be removed from the Board, with or without cause by a majority of the Members of the Association. Except for the Developer appointed Directors, in the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve the unexpired term of his predecessor.

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

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

Section 6. Ex Officio Members. In addition to the regularly elected Members of the Board of Directors, the President and Vice President of the Association shall serve as ex officio non-voting members of the Board of Directors.

ARTICLE V.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. The first non-Developer appointed Board of Directors shall be nominated from the floor at the meeting of the Association Members. Thereafter, nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a Member of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine

but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members only.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. The persons receiving the largest number of votes shall be elected.

ARTICLE VI.

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President or by one fourth (1/4) of the Association Members who are eligible to vote, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

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

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to be less than sixty (60) days for infraction of published rules and regulations;

(c) Except for the Developer appointed Directors, declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(d) Elect from its membership a Chairman, Vice Chairman and Secretary who in combination shall constitute the Executive Committee of the Board of Directors.

(e) Enter into such contracts as it deems proper for the maintenance and upkeep of the Common Area and the operation of the Association.

(f) Take such other action as shall be permitted by applicable law, the Charter of Incorporation, the Declaration and these Bylaws as may be necessary to conduct the orderly business of the Association.

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

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

the Association, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are eligible to vote;

(b) Supervise all officers of the Association, and see that their duties are properly performed;

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

(1) Fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment.

(2) Establish a replacement reserve fund for improvements on the Common Area of the Property.

(3) Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of each Assessment if payable quarterly or annually.

(4) Enforce the lien against any Lot for which the Assessment is not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay the same.

(5) Enforce the covenants, conditions and restrictions set forth in the Declaration including, but not limited to, the provisions concerning architectural control and restriction of uses by

action at law against the Owner governed by same, whether such action be to enjoin the violation of the covenants, conditions and restrictions or to recover damages as a result of said violation, including attorney's fees and costs.

(6) Maintain any required hazard, flood, liability or fidelity bond coverage.

(d) Issue, or 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 certificates shall be conclusive evidence of such payment;

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

(f) Cause any easements obtained or improvements constructed by the Association to be maintained; and

(g) Initiate litigation to enforce the rules and regulations, including the application for injunctive relief.

ARTICLE VIII.

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be President and Vice President, who shall at all times be ex officio non-voting members of

the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

Section 7. Multiple offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

(a) The President shall preside at all meetings of the Members and shall see that orders and resolutions of the Board are carried out; shall sign any leases, mortgages, deeds and other written instruments; and shall co-sign all checks over \$1,000.00 and sign all promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Members; serve notice of meetings of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; provide for the keeping of proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX.

COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these By-laws. In addition, the Executive Committee of the Board of Directors may appoint such other committees as it deems appropriate in carrying out the purposes of the Board.

It shall be the duty of each committee to receive complaints or recommendations from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints or recommendations as it deems appropriate or refer them to such other committee, Director or officer of the Association as is further concerned with the matter presented.

ARTICLE X.

BOOKS AND RECORDS

The books, records and papers of the Association, including the minutes of any meeting of the Board of Directors, shall at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, Charter and the By-laws of the Association, shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI.

ASSESSMENTS

As more fully provided in the Declarations, each Member is obligated to pay to the Association regular (payable monthly, quarterly or annually) and special and emergency Assessments which are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the date of delinquency at the maximum interest rate per annum as allowed by the law of Tennessee at the time of default, plus a late charge of five (5%) percent of the amount of the Assessment to cover the administrative cost of the collection of the delinquency (if allowable under Tennessee law), and, if the Assessment is not paid within thirty (30) days of the due date, the Association may exercise its right of foreclosure as provided in the Declaration or bring an action in a Court of equity to enforce the lien or an action at law against the Owner personally obligated to pay the same, and interest, costs, and reasonable attorney's fees incurred in any such action shall

be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

ARTICLE XII.

AMENDMENTS

These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a two-thirds (2/3) majority of a quorum of Members eligible to vote and present in person or by proxy.

In the case of any conflict between the Charter of Incorporation and these By-laws, the Charter shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIII.

MISCELLANEOUS

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

Secretary



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

PIPER HOLLOW HOMEOWNERS ASSOCIATION, INC.
492 SWEETBRIER RD
MEMPHIS, TN 38120-2504

July 6, 2021

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	001216687	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	07/06/2021
Filing Date:	07/06/2021 5:35 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2022
Duration Term:	Perpetual	Image # :	B1062-8093
Public/Mutual Benefit:	Mutual		
Business County:	SHELBY COUNTY		

Document Receipt

Receipt # : 006488387	Filing Fee:	\$100.00
Payment-Credit Card - State Payment Center - CC #: 3809978323		\$100.00

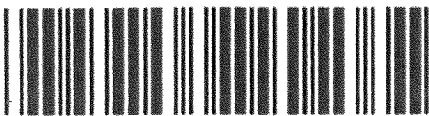
Registered Agent Address:
PIPER HOLLOW HOMEOWNERS ASSOCIATION, INC.
492 SWEETBRIER RD
MEMPHIS, TN 38120-2504

Principal Address:
492 SWEETBRIER RD
MEMPHIS, TN 38120-2504

Congratulations on the successful filing of your **Charter** for **PIPER HOLLOW HOMEOWNERS ASSOCIATION, INC.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

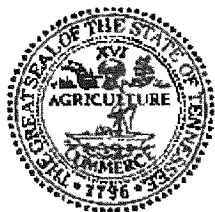
Tre Hargett
Secretary of State



001216687

CHARTER NONPROFIT CORPORATION

SS-4418



Tre Hargett
Secretary of State

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

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 001216687

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: PIPER HOLLOW HOMEOWNERS ASSOCIATION, INC.

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:

PIPER HOLLOW HOMEOWNERS ASSOCIATION, INC.
492 SWEETBRIER RD
MEMPHIS, TN 38120-2504
SHELBY COUNTY

5. Fiscal Year Close Month: December

Period of Duration: Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a public benefit corporation / mutual benefit corporation.

This corporation is a religious corporation / not a religious corporation.

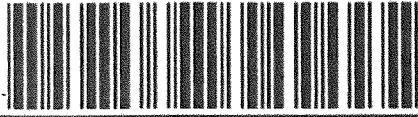
This corporation will have members / not have members.

9. The complete address of its principal office is:

492 SWEETBRIER RD
MEMPHIS, TN 38120-2504
SHELBY COUNTY

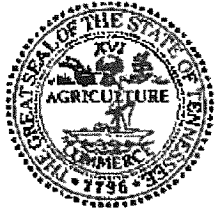
(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

B1062-8093 07/06/2021 5:35 PM Received by Tennessee Secretary of State Tre Hargett



CHARTER
NONPROFIT CORPORATION

SS-4418



Tre Hargett
Secretary of State

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

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 001216687

The name of the corporation is: PIPER HOLLOW HOMEOWNERS ASSOCIATION, INC.

10. The complete mailing address of the entity (if different from the principal office) is:

492 SWEETBRIER RD
MEMPHIS, TN 38120-2504

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

Title	Name	Business Address	City, State, Zip
Incorporator	GLENN D. EVERTON	6489 N. QUAIL HOLLOW RD. #100	MEMPHIS, TN 38120

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.)

Electronic Signature	_____	Incorporator Title/Signer's Capacity	_____
GLENN D. EVERTON	_____	Jul 6, 2021 5:35PM	_____
Printed Name		Date	

B1062-8094 07/06/2021 5:35 PM Received by Tennessee Secretary of State Tre Hargett

21007635



50 PGS:AL-RESTRICTIVE COVENANTS

EDDIE BATCH: 116032

08/18/2021 - 09:21 AM

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	250.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	252.00

STATE OF TENNESSEE, FAYETTE COUNTY

ED PATTAT
REGISTER OF DEEDS