

Exhibit A

**Boundary Description for Unit-2,
Phase II, Hidden Meadows Subdivision
On Gray Hendrix Road
Tax Map 090, Part of Parcel 172
Deed Reference: Inst. # 201305100074032
Plat: Inst. # 201410020019114**


SITUATED, LYING, and BEING in the Sixth (6th) Civil District of Knox County, Tennessee, and without the corporate limits of any municipalities, and being more particularly bounded and described as follows:

Beginning on an iron pin on the northern right-of-way line of Gray Hendrix Road, 25.0' more or less from the centerline and 319.44 feet in a northerly direction from the point of intersection of Gray Hendrix Road and Summer Rain Drive, thence from said POINT OF BEGINNING, and along the northern right-of-way line of Gray Hendrix Road, North 07 degrees 20 minutes East, 51.05 feet to an iron pin; thence North 08 degrees 36 minutes East, 169.21 feet to an iron pin; thence North 07 degree 39 minutes East, 302.78 feet to an iron pin; thence with a curve to the right having an arc of 23.72 feet, a radius of 475.00 feet and a chord of North 09 degrees 05 minutes East, 23.72 feet to an iron pin; thence with a curve to the right having an arc of 45.73 feet, a radius of 475.00 feet and a chord of North 13 degrees 16 minutes East, 45.71 feet to an iron pin; thence with a curve to the right having an arc of 45.17 feet, a radius of 475.00 feet and a chord of North 18 degrees 45 minutes East, 45.15 feet to an iron pin; thence with a curve to the right having an arc of 45.02 feet, a radius of 475.00 feet and a chord of North 24 degrees 12 minutes East, 45.00 feet to an iron pin; thence with a curve to the right having an arc of 3.31 feet, a radius of 475.00 feet and a chord of North 27 degrees 06 minutes East, 3.31 feet to an iron pin; thence with a curve to the right having an arc of 117.84 feet, a radius of 475.00 feet and a chord of North 34 degrees 25 minutes East, 117.53 feet to an iron pin; thence with a curve to the right having an arc of 61.15 feet, a radius of 475.00 feet and a chord of North 45 degrees 12 minutes East, 61.10 feet to an iron pin; thence North 48 degrees 54 minutes East, 239.42 feet to an iron pin; thence leaving the right-of-way line of Gray Hendrix Road and with the property line of Primos Land Company, LLC (Inst. # 201305100074032), South 09 degree 46 minutes East, 37.78 feet to an iron pin; thence South 15 degree 14 minutes East, 249.46 feet to an iron pin; thence South 07 degree 50 minutes West, 75.95 feet to an iron pin; thence South 28 degree 38 minutes West, 64.67 feet to an iron pin; thence with Unit-1, Hidden Meadows Subdivision (Plat: Inst. # 201405230066494), South 23 degree 31 minutes West, 250.00 feet to an iron pin; thence South 28 degree 53 minutes West, 120.90 feet to an iron pin; thence South 38 degree 41 minutes West, 72.72 feet to an iron pin; thence South 49 degree 04 minutes West, 48.98 feet to an iron pin on the eastern right-of-way line of Silent Spring Lane; thence South 49 degree 04 minutes West, 55.58 feet to an iron pin on the western right-of-way line of Silent Spring Lane; thence South 49 degree 04 minutes West, 37.94 feet to an iron pin; thence South 60 degree 07 minutes West, 150.40 feet to an iron pin, the POINT OF BEGINNING, and containing 5.47 acres more or less according to a plat by Southland Engineering Consultants, LLC, dated July 24, 2014 and bearing drawing No. HMS-07-24-14-U-2-FP.

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Exhibit H
[Charter & Bylaws of Villas HOA]


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Sherry Witt
Register of Deeds
Knox County
CHARTER
OF

2

FILED

VILLAS AT HIDDEN MEADOWS HOMEOWNERS' ASSOCIATION, INC.

The undersigned, acting as the incorporator under the Tennessee Nonprofit Corporation Act, hereby adopts the following charter for and on behalf of Villas at Hidden Meadows Homeowners' Association, Inc. (the "Corporation"):

1. Name. The name of the Corporation is VILLAS AT HIDDEN MEADOWS HOMEOWNERS' ASSOCIATION, INC.

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

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

4. Incorporator. The name of the sole incorporator is Deborah Buchholz, whose address is 800 S. Gay Street, Suite 1801, Knoxville, Knox County, Tennessee 37929.

5. Principal Office. The street address of the principal office of the Corporation is 4909 Ball Road, Knoxville, Knox County, Tennessee 37931.

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

7. Members. The Corporation will have members, the identity, rights and duties of which shall be determined in accordance with Amendment No. 2 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision (the "Declaration") and the Bylaws of Villas at Hidden Meadows Homeowners' Association, Inc. (the "Bylaws"), each as modified or amended from time to time.

8. Purpose. The purpose for which the Corporation is organized is to operate, manage, maintain and administer, subject to the Declaration and Bylaws, the affairs of Villas at Hidden Meadows, a residential subdivision development located or to be located at part of the Hidden Meadows Subdivision in Knoxville, Knox County, Tennessee, for the use and benefit of the owners of lots in the Villas at Hidden Meadows.

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

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

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

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

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

Dated: November 7, 2014.


Deborah Buchholz, Incorporator


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BYLAWS
OF
VILLAS AT HIDDEN MEADOWS HOMEOWNERS' ASSOCIATION, INC.

I. GENERAL PURPOSE

Villas at Hidden Meadows Homeowners' Association, Inc. (hereinafter the "Villas Association") has been organized for the purpose of administering the operation and management of Villas at Hidden Meadows ("Villas at Hidden Meadows"), a residential subdivision development that forms a part of the Hidden Meadows Subdivision located in Knox County, Tennessee. Villas at Hidden Meadows is more particularly described in the Amendment No. 2 to Declaration of Covenants and Restrictions establishing, governing and restricting Villas at Hidden Meadows (as subsequently amended or modified, the "Villas Declaration"). The terms and provisions of these Villas Bylaws are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Charter of Villas at Hidden Meadows Homeowners' Association, Inc. (the "Villas Charter") and in the Villas Declaration. The terms and provisions of such Villas Charter and Villas Declaration are incorporated herein by reference and shall be controlling wherever the same may be in conflict herewith. For purposes of these Villas Bylaws, initial capitalized terms shall have the meanings set forth in the Villas Declaration unless otherwise stated or the context so requires. As used herein, "Developer" refers to Primos Land Company, LLC, a Tennessee limited liability company, and its successors and assigns.

II. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

III. MEETINGS OF VILLAS MEMBERS

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

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

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

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

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

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

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

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

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

IV. BOARD OF DIRECTORS

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

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

1. The directors shall be Owners or spouses of such Owners; provided, however, that no Owner and his or her spouse may serve on the Board at the same time.
2. In the event that an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a director.
3. A director may succeed himself in office.
4. At and after the first election of directors, there shall be a total of five (5) directors.

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

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

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

E. **Nomination.** Nomination for election to the Board shall be made by a nominating committee which shall consist of three (3) members of the Villas Association appointed by the

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

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

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

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

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

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

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

L. Powers and Duties. The Board shall exercise for the Villas Association all powers, duties and authority vested therein by these Villas Bylaws or the Villas Declaration, except for such

powers, duties and authority specifically reserved herein to the Villas Members of the Villas Association or the Developer. The Board shall have the following powers and duties:

1. to elect the officers of the Villas Association as hereinafter provided;
2. to administer the affairs of the Villas Association;
3. to engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent") to perform mowing and groundskeeping in Villas at Hidden Meadows for all of the Members, upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors, or the Developer, or both;
4. to provide for the mowing and groundskeeping of Villas at Hidden Meadows, and to approve payment vouchers or to delegate such approval to the officers of the Villas Association or the Managing Agent;
5. to have access to each Lot (excluding buildings) from time to time as may be necessary for the mowing and groundskeeping of Villas at Hidden Meadows;
6. to obtain adequate and appropriate kinds of insurance;
7. to engage or contract for the services of others, and to make purchases for the mowing and groundskeeping of Villas at Hidden Meadows, and to delegate any such powers to a Managing Agent (and any employee or agents of a Managing Agent);
8. to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;
9. to determine the fiscal year of the Villas Association and to change said fiscal year from time to time as the Board deems advisable;
10. to estimate the amount of, prepare, adopt and distribute the budget for the Villas Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the Villas Members the annual and special assessments;
11. to cause to be kept a complete record of all its acts and corporate affairs, to present a statement thereof to the Villas Members at the annual meeting of the Villas Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Villas Members who are entitled to vote and to file Federal and State tax returns as required by law;
12. to bid and purchase, for and on behalf of the Villas Association, any Lot, or interest therein, at a sale pursuant to a deed of trust foreclosure, a foreclosure of the lien for annual assessments, special assessments or both, or any order or direction of a court, or at any other involuntary sale, upon the affirmative vote of not less than 75% of the votes of Villas Members at a meeting duly called for that purpose, provided that the Villas Members shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Lot or interest therein;
13. to make such mortgage loan arrangements and special assessments proportionately among the respective Villas Members, and other such financing arrangements, as the Board may deem desirable, in order to close

- and consummate the purchase of a Lot, or interest therein, by the Villas Association; provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in Villas at Hidden Meadows other than the Lot, or interest therein, to be purchased or leased;
14. to enforce by legal means the provisions of these Villas Bylaws and the Villas Declaration with respect to Villas at Hidden Meadows;
 15. to renew, extend or compromise indebtedness owed to or by the Villas Association;
 16. unless otherwise provided herein, to comply with the instructions or a majority of the Villas Members as expressed in a resolution duly adopted at any annual or special meeting of the Villas Association;
 17. the Villas Association shall (i) have all powers permitted to be exercised by a nonprofit corporation and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Villas Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Villas Declaration and these Villas Bylaws;
 18. to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 19. to supervise all officers, agents and employees of the Villas Association, and see that their duties are properly performed;
 20. to employ attorneys to represent the Villas Association when deemed necessary;
 21. to suspend the voting rights of a Villas Member during any period in which such Villas Member shall be in default under the provisions of the Villas Declaration or these Villas Bylaws in the payment of any assessment, dues or charges levied by the Villas Association. Such rights may also be suspended after sixty (60) days for infraction of published rules and regulations; and
 22. to declare the office of a director of the Board to be vacant in the event such director shall be absent from (3) consecutive regular meetings of the Board.

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

V. OFFICERS

A. **Designation.** The executive officers of the Villas Association shall be a President and a Secretary/Treasurer, all of whom shall be elected annually by the Board of Directors. The

Board of Directors may also appoint such other officers as in its judgment may be necessary to manage the affairs of the Villas Association. Any person may hold two or more offices, except that the President shall not also be the Secretary/Treasurer or an Assistant Secretary.

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

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

D. Duties and Responsibilities of Officers.

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

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

VI. COMMITTEES

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

B. Nominating Committee. There shall be a nominating committee of the Board as provided in Article IV, Section B hereof, which shall be responsible for nominating qualified individuals to stand for election of the Board.

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

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

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

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


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VIII. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

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

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

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

IX. BOOKS AND RECORDS

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

X. FISCAL YEAR

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

XI. SEAL

The Villas Association shall not have a seal.

XII. FISCAL MANAGEMENT

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

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

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

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

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

F. **Interest and Attorneys' Fees.** The Board of Directors shall have the option, in connection with the collection of any charge or assessment from a Lot Owner, to impose a late fee, or an interest charge at a rate of ten percent (10%) per annum or the highest legal rate then chargeable, whichever is less, from the date the charge or Villas Assessment was due until paid. In the event attorneys' fees are incurred by the Board of Directors in the collection of such charges, the Lot Owner shall be responsible for payment of all reasonable attorneys' fees, in addition to such costs allowable by law.

XIII. OBLIGATIONS AND RESTRICTIONS OF LOT OWNERS

A. **Restrictions.** All Lots and Owners in Villas at Hidden Meadows shall be subject to the covenants and restrictions contained in the Villas Declaration.



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

XIV. **INSURANCE**

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

XV. **ENFORCEMENT**

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

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

XVI. **AMENDMENTS**

Until the date of the first annual meeting of the Villas Members as provided in Article III, Section A, these Villas Bylaws may be altered and/or amended only by the Developer. From and after the date of the first annual meeting of the Villas Members, these Villas Bylaws may be altered, amended or repealed and new bylaws may be adopted by the affirmative vote of two thirds (2/3) of the votes cast at a regular meeting or at any special meeting called for such purpose or a majority of the voting power, whichever is less. For so long as the Developer shall be the Owner of any Lot, the Villas Bylaws may only be altered, amended or repealed or new bylaws adopted with the consent and written approval of the Developer. An amendment or addition to these Villas Bylaws when adopted shall become effective only after being recorded in the Register's Office for Knox County, Tennessee, as an amendment to the Villas Declaration. These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Villas Declaration.

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XVII. INVALIDITY

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

The foregoing were adopted as Villas Bylaws of Villas at Hidden Meadows Homeowners' Association, Inc., a corporation not for profit organized under the laws of the State of Tennessee, by the Initial Director as of the 14 day of November, 2014.



Josh Sanderson, Initial Director


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201411200028501

Sherry Witt
Register of Deeds
Knox County

THIS INSTRUMENT PREPARED BY
Deborah Buchholz, Esq.
Wagner, Myers & Sanger, P.C.
1801 First Tennessee Plaza
Knoxville, Tennessee 37929
865-525-4600

AMENDMENT NO. 3

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

HIDDEN MEADOWS SUBDIVISION

(Amending Fencing Restriction on Lots in the Villas at Hidden Meadows)

This Amendment No. 3 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision is executed and entered into this 16th day of April, 2015, by PRIMOS LAND COMPANY, LLC, a Tennessee limited liability company, (hereinafter referred to as "Developer");

WITNESSETH:


WHEREAS, Developer has developed the Hidden Meadows Subdivision shown on plats of record as instrument numbers 201308300015220 (Final Plat) and 201405230066494 (Unit 1 - Phase II), each in the Register's Office for Knox County, Tennessee. To restrict and assist in the orderly development of the Hidden Meadows Subdivision, Developer executed and caused to be recorded in the Register's Office for Knox County, Tennessee that certain "Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated December 3, 2013 and recorded December 5, 2013 as instrument number 201312050034998; amended by "Amendment No. 1 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated June 19, 2014 and recorded June 20, 2014 as instrument 201406200071895 and "Amendment No. 2 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated November 14, 2014 and recorded November 20, 2014 as instrument 201411200028501 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, pursuant to Section 10.01, Developer desires to further amend the Declaration's additional restriction related to fences on Lots in the Villas at Hidden Meadows added by Section 8(c) of Amendment No. 2 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision.

NOW, THEREFORE, the Developer makes the following amendment to the additional restriction on fences applicable to Lots in the Villas at Hidden Meadows and such Lots shall be held, transferred, sold, conveyed, and occupied subject to the revised restriction as hereinafter set forth:

1. Section 8(c) of Amendment No. 2 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision shall be deleted in its entirety and the following language inserted in lieu thereof:

(c) Only arched-top shadow box style fences may be erected on Lots in the Villas at Hidden Meadows. The location of all fences must be approved, in advance, by the Developer or Architectural Review Committee. Fences erected on Lots 143-156 must tie into the existing fence installed by the Developer at the rear of these Lots. There shall be no more than one fence located on or near the side property lines of adjoining Lots. Accordingly, if there is an existing fence located on or near a side property line of a Lot, an Owner wishing to erect a fence on the adjoining Lot must tie into the existing fence between the adjoining Lots and the Owner of the


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existing fence must permit the adjoining Lot Owner to tie in to this fence. All fences must be uniform in height and appearance and shall have a front access gate of at least five feet (5') in width to allow easy access for mowing. To further facilitate access for mowing, Owners must keep their yards free of pets, toys, furniture or any other obstacle on mowing days.

2. All capitalized terms used herein which are not specifically defined herein shall have the meaning set forth in the Declaration. As used in this Amendment No. 3, the phrase "Villas at Hidden Meadows" shall mean the land shown and described on the Villas Plat and Villas Legal Description attached as Exhibit A to Amendment No. 2 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision, along with any Additional Property that is expressly included as part of the Villas at Hidden Meadows by subsequent amendment to the Declaration.

3. Except as specifically amended and/or supplemented hereby, the Declaration shall remain in full force and effect, subject to the rights of the Developer to further amend or modify the same to the extent permitted and provided in the Declaration. This instrument may be amended, modified, repealed or terminated to the same extent and as provided in the Declaration.

IN WITNESS WHEREOF, Primos Land Company, LLC, has caused this instrument to be executed on this 16th day of April, 2015.

PRIMOS LAND COMPANY, LLC
a Tennessee limited liability company

By: [Signature]
Josh Sanderson, its President

STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

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

Witness, my hand and seal, at office in Knoxville, this 16 day of April, 2015.

[Signature]
NOTARY PUBLIC

My Commission Expires: 9/20/17



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201504170056401

THIS INSTRUMENT PREPARED BY
Deborah Buchholz, Esq.
Wagter, Myers & Sanger, P.C.
1801 First Tennessee Plaza
Knoxville, Tennessee 37929
865-325-4600

AMENDMENT NO. 4

TO

Sherry Witt
Register of Deeds
Knox County

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

HIDDEN MEADOWS SUBDIVISION

**(Extending Covenants, Restrictions and Easements to Unit 3 - Phase II and
Clarifying Existing Provisions Related to Signs, Nuisance and Fencing)**

This Amendment No. 4 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision is executed and entered into by PRIMOS LAND COMPANY, LLC, a Tennessee limited liability company, (hereinafter referred to as "Developer"):

WITNESSETH:


WHEREAS, Developer has developed the Hidden Meadows Subdivision shown on plats of record as instrument numbers 201308300015226 (Final Plat), 201405230066494 (Unit 1 - Phase II) and 201410010019114 (Unit 2 - Phase II), each in the Register's Office for Knox County, Tennessee. To restrict and assist in the orderly development of the Hidden Meadows Subdivision, Developer executed and caused to be recorded in the Register's Office for Knox County, Tennessee that certain "Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated December 3, 2013 and recorded December 5, 2013 as instrument number 201312050034998; amended by "Amendment No. 1 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated June 19, 2014 and recorded June 20, 2014 as instrument 201406200071895, "Amendment No. 2 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated November 14, 2014 and recorded November 20, 2014 as instrument 201411200028501 and "Amendment No. 3 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated April 16, 2015 and recorded April 17, 2015 as instrument 201504170056401 (hereinafter collectively referred to as the "Declaration");

WHEREAS, pursuant to Section 2.02 (Additional Property) and other applicable provisions of the Declaration, Developer desires to further amend the Declaration to identify Unit 3 - Phase II as "Additional Property" subject to the terms and conditions of the Declaration and to permit Owners of Lots in Unit 3 - Phase II, to be Members of the Association and enjoy the same rights, privileges, duties and obligations as all the Owners of Lots in the existing Hidden Meadows Subdivision.

WHEREAS, pursuant to Section 10.01, Developer also desires to amend the Declaration's terms and restrictions to clarify the prohibition on certain signs and the placement of basketball goals and to address the erection of unapproved fencing by an Owner.

NOW, THEREFORE, the Developer makes the following amendments and declares that the Unit 3 - Phase II, as shown and described upon the plat of record, instrument number 201506150068587, in the Register's Office of Knox County, Tennessee ("Unit 3 Plat") and the legal description attached hereto as Exhibit A ("Unit 3 Legal Description"), is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth:

1. All capitalized terms used herein which are not specifically defined herein shall have


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the meaning set forth in the Declaration. As used in this Amendment No. 4, the phrase "Unit 3 - Phase II" shall mean the land shown and described on the Unit 3 Plat and Unit 3 Legal Description attached hereto as Exhibit A.

2. The Developer hereby amends the Declaration to include, as Additional Property, Unit 3 - Phase II. Developer hereby: (a) subjects Unit 3 - Phase II to the terms and conditions of the Declaration, incorporated herein by reference to the same extent as if fully set forth; (b) declares that each Lot and each and every Owner of each and every Lot on Unit 3 - Phase II shall be bound by and comply with the terms and conditions of the Declaration, including, but not limited to, those provisions of the Declaration providing for assessments, the payment thereof, and the effect of nonpayment of any assessments; (c) declares that each Lot and each and every Owner of each and every Lot on Unit 3 - Phase II shall have all rights and privileges set forth in the Declaration, including, but not limited to, the rights to Common Areas and the use and enjoyment of improvements and amenities constructed thereon, to be exercised subject to and consistent with the terms and conditions of the Declaration; and (d) declares that each Owner of a Lot on Unit 3 - Phase II shall be a Member of the Association with voting and other rights and privileges, and such duties and obligations, each and all according to the terms and conditions of, and as shall be specified in the Declaration and charter and corporate bylaws of the Association.

3. The Declaration is amended by inserting the Unit 3 Legal Description contained in Exhibit A attached hereto to the end of Exhibit D (Additional Property) of the Declaration.

4. Section 7.06 (Signs) shall be amended by inserting the following sentence at the end of this section: "For rent or for lease signs are prohibited by this Section."

5. Section 7.09 (Nuisance) shall be amended by inserting the following sentence at the end of this section: "For purposes of this Declaration, basketball goals shall be considered a nuisance when placed on the street, sidewalk, or curb."

6. Section 7.11 (Fencing) shall be amended by inserting the following at the end of this section: "Such fences as may be erected on a Lot either without prior written approval or contrary to the approval granted under this Section shall be removed or corrected to comply with the approval by the Owner promptly upon the request of the Developer or the Architectural Review Committee. Costs associated with the removal or correction of any fencing as may be requested by the Developer or Architectural Review Committee shall be born solely by the Owner. Following removal, new or substitute fencing may only be erected on a Lot with the prior written approval of the Developer or Architectural Review Committee in accordance with this Section."

7. The Declaration is amended by inserting the following new Section 7.12:

Section 7.12 Large Lot. Due to its increased size, the restrictions in Section 7.01 shall be relaxed to permit the erection of additional Structures on Lot 70 with the approval of the Developer or Architectural Review Committee. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on Lot 70, nor shall any existing Structure thereon be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications have been first submitted to and approved in writing by the Developer or Architectural Review Committee. Such plans and specifications shall be in such form and contain such information (e.g., location, dimensions, exterior colors, etc.) as may be reasonably required by the Developer or Architectural Review Committee.

8. Except as specifically amended and/or supplemented hereby, the Declaration shall remain in full force and effect, subject to the rights of the Developer to further amend or modify the same to the extent permitted and provided in the Declaration. This instrument may be amended, modified, repealed or terminated to the same extent and as provided in the Declaration.

9. From and after the date of this Amendment No. 4, all references to the "Declaration" shall refer to the Original Declaration, Amendment No. 1, Amendment No. 2, Amendment No. 3,

Amendment No. 4 and any future supplements, amendments, modifications or revisions made and recorded in the Knox County Register's Office.

IN WITNESS WHEREOF, Primos Land Company, LLC, has caused this instrument to be executed on this 28 day of July, 2015.

PRIMOS LAND COMPANY, LLC
a Tennessee limited liability company

By: [Signature]
Josh Sanderson, Its President

STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

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

Witness, my hand and seal, at office in Knoxville, this 28 day of July, 2015.

[Signature]
NOTARY PUBLIC

My Commission Expires: 9/30/17

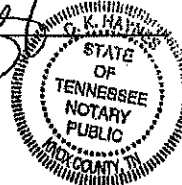


Exhibit A

Boundary Description for Unit-3,
Phase II, Hidden Meadows Subdivision
On Gray Hendrix Road
Tax Map 090, Part of Parcel 171.02
Tax Map 090EE, Parcel 57
Deed Reference: Inst. # 201305100074032
Plat: Inst. # 201506150068557

SITUATED, LYING, and BEING in the Sixth (6th) Civil District of Knox County, Tennessee, and without the corporate limits of any municipalities, and being more particularly bounded and described as follows:

Beginning on an iron pin on the southern right-of-way line of Ivory Tower Drive, 25.0' more or less from the centerline and 80.00 feet in a southerly direction from the point of intersection of Ivory Tower Drive and Chingling Vine Lane, thence from said POINT OF BEGINNING, North 44 degrees 27 minutes East, 52.99 feet to an iron pin on the northern right-of-way line of Ivory Tower Drive; thence South 26 degree 13 minutes West, 70.00 feet to an iron pin; thence leaving the northern right-of-way line of Ivory Tower Drive and with Hidden Meadows, Phase II, Unit-1 (Plat: Inst. 201405230066494), North 64 degree 01 minutes East, 126.87 feet to an iron pin; thence with Meadows, Phase II, Unit-2 (Plat: Inst. 201409020019114), North 23 degrees 31 minutes East, 250.00 feet to an iron pin; thence North 28 degrees 38 minutes East, 61.67 feet to an iron pin; thence North 07 degrees 50 minutes East, 70.28 feet to an iron pin; thence with the property line of Primos Land Company, LLC (Inst. # 201305100074032), South 81 degrees 35 minutes East, 138.02 feet to an iron pin; thence South 28 degrees 14 minutes East, 104.80 feet to an iron pin on the northern right-of-way line of Ivory Tower Drive; thence South 25 degrees 46 minutes East, 50.58 feet to an iron pin on the southern right-of-way line of Ivory Tower Drive; thence continue with Primos Land Company, LLC (Inst. # 201305100074032), South 36 degrees 27 minutes East, 97.64 feet to an iron pin; thence South 33 degrees 28 minutes East, 785.64 feet to an iron pin; thence South 33 degrees 28 minutes East, 329.36 feet to an iron pin; thence, South 21 degree 11 minutes East, 198.16 feet to an iron pin; thence South 22 degree 59 minutes West, 124.11 feet to an iron pin; thence South 45 degree 25 minutes East, 758.52 feet to an iron pin; thence with the property line of Anthony and Anna Kampwerth (Deed 2118, Page 113), South 51 degree 34 minutes West, 342.37 feet to an iron pin; thence with the property line of James and Myra Dalley (Deed 1850, Page 613), North 33 degree 00 minutes West, 852.14 feet to an iron pin; thence South 61 degree 35 minutes West, 22.34 feet to an iron pin; thence with Unit-1, Hidden Meadows Subdivision (Plat: Inst. # 201405230066494), North 16 degree 49 minutes West, 330.09 feet to an iron pin; thence North 33 degree 28 minutes West, 182.45 feet to an iron pin; thence North 33 degree 28 minutes West, 691.79 feet to an iron pin; thence North 16 degree 00 minutes East, 37.72 feet to an iron pin; thence North 63 degree 47 minutes West, 92.77 feet to an iron pin, the POINT OF BEGINNING, and containing 14.78 acres more or less according to a plat by Southland Engineering Consultants, LLC, dated April 02, 2015 and bearing drawing No. HMS-04-15-U-3-FP.

AMENDMENT NO. 5

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

HIDDEN MEADOWS SUBDIVISION

(Extending Covenants, Restrictions and Easements to Unit 4 - Phase II)

This Amendment No. 5 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision is executed and entered into by **PRIMOS LAND COMPANY, LLC**, a Tennessee limited liability company, (hereinafter referred to as "Developer"):

WITNESSETH:

WHEREAS, Developer has developed the Hidden Meadows Subdivision shown on plats of record as instrument numbers 201308300015220 (Final Plat), 201405230066494 (Unit 1 – Phase II) and 201410010019114 (Unit 2 – Phase II), 201506150068587 (Unit 3 – Phase II), each in the Register's Office for Knox County, Tennessee. To restrict and assist in the orderly development of the Hidden Meadows Subdivision, Developer executed and caused to be recorded in the Register's Office for Knox County, Tennessee that certain "Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated December 3, 2013 and recorded December 5, 2013 as instrument number 201312050034998; amended by "Amendment No. 1 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated June 19, 2014 and recorded June 20, 2014 as instrument 201406200071895, "Amendment No. 2 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated November 14, 2014 and recorded November 20, 2014 as instrument 201411200028501, "Amendment No. 3 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated April 16, 2015 and recorded April 17, 2015 as instrument 201504170056401, and "Amendment No. 4 to Declaration of Covenants, Restrictions and Easements Hidden Meadows Subdivision" dated July 28, 2015 and recorded July 29, 2015 as instrument 201507290006559 (hereinafter collectively referred to as the "Declaration");

WHEREAS, pursuant to Section 2.02 (Additional Property) and other applicable provisions of the Declaration, Developer desires to further amend the Declaration to identify Unit 4 – Phase II as "Additional Property" subject to the terms and conditions of the Declaration and to permit Owners of Lots in Unit 4 - Phase II, to be Members of the Association and enjoy the same rights, privileges, duties and obligations as all the Owners of Lots in the existing Hidden Meadows Subdivision.

NOW, THEREFORE, the Developer makes the following amendments and declares that the Unit 4 – Phase II, as shown and described upon the plat of record, instrument number 201609140017315, in the Register's Office of Knox County, Tennessee ("Unit 4 Plat") and the legal description attached hereto as Exhibit A ("Unit 4 Legal Description"), is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth:

1. All capitalized terms used herein which are not specifically defined herein shall have the meaning set forth in the Declaration. As used in this Amendment No. 5, the phrase "Unit 4 – Phase II" shall mean the land shown and described on the Unit 4 Plat and Unit 4 Legal Description attached hereto as Exhibit A

My Commission Expires:

**Boundary Description for Unit-4,
Phase II, Hidden Meadows Subdivision
On Gray Hendrix Road
Tax Map 090, Part of Parcel 171.03
Deed Reference: Inst. # 201305100074032
Plat: Inst. # 201609140017315**

SITUATED, LYING, and BEING in the Sixth (6th) Civil District of Knox County, Tennessee, and without the corporate limits of any municipalities, and being more particularly bounded and described as follows:

Beginning on an iron pin on the southern right-of-way line of Ivory Tower Drive, 25.0' more or less from the centerline and 132.33 feet in a north easterly direction from the point of intersection of Ivory Tower Drive and Clinging Vine Lane, thence from said POINT OF BEGINNING, North 25 degrees 46 minutes West, 50.58 feet to an iron pin on the northern right-of-way line of Ivory Tower Drive; thence leaving the Ivory Tower Drive right-of-way and with Hidden Meadows Subdivision, Unit-3 (Plat: Inst.# 201506150068587), North 28 degree 14 minutes West, 104.80 feet to an iron pin; thence North 81 degree 35 minutes West, 138.02 feet to an iron pin; thence with Hidden Meadows Subdivision, Phase II, Unit-2 (Plat: Inst. 201409020019114), North 07 degree 50 minutes East, 5.67 feet to an iron pin; thence North 15 degrees 14 minutes West, 249.46 feet to an iron pin; thence North 09 degrees 46 minutes West, 37.78 feet to an iron pin on the eastern right-of-way of Gray Hendrix Road; thence with the eastern right-of-way of Gray Hendrix Road, North 48 degrees 54 minutes East, 90.40 feet to a point; thence North 48 degrees 53 minutes East, 49.92 feet to a point; thence North 48 degrees 54 minutes East, 125.91 feet to an iron pin; thence leaving Gray Hendrix Road right-of-way and with the property of Marta Medlyn and Bob Carbaugh (Deed Inst. # 201212260041179), South 33 degrees 14 minutes East, 297.90 feet to an iron pin found; thence with James E. Cox (Deed Book 2316, Page 199) and Unit-2, Golden Meadows Subdivision (Plat: K-216C), South 33 degrees 25 minutes East, 248.46 feet to an iron pin on the northern right-of-way of Sherwin Road; thence South 33 degrees 25 minutes East, 50.00 feet to an iron pin on the southern right-of-way of Sherwin Road; thence continue with Unit-2, Golden Meadows Subdivision (Plat: K-216C), South 33 degrees 25 minutes East, 849.51 feet to an iron pin; thence South 33 degree 25 minutes East, 349.29 feet to an iron pin found; thence South 33 degree 27 minutes East, 753.41 feet to an iron pin found; thence with Carrie A and Christopher Bailey (Deed Inst.# 200508160015302) and Anthony R and Anna A Kampwerth (Deed Book 2118, Page 113), South 02 degree 47 minutes West, 270.00 feet to an iron; thence South 51 degree 34 minutes West, 95.75 feet to an iron; thence with Unit-3, Hidden Meadows Subdivision (Plat: Inst. # 201506150068587), North 45 degree 25 minutes West, 758.52 feet to an iron pin; thence North 22 degree 59 minutes West, 124.11 feet to an iron pin; thence North 21 degree 11 minutes West, 198.16 feet to an iron pin; thence North 33 degree 28 minutes West, 325.00 feet to an iron pin; thence North 33 degree 28 minutes East, 790.00 feet to an iron pin; thence North 36 degree 27 minutes West, 97.64 feet to an iron pin, the POINT OF BEGINNING, and containing 18.21 acres more or less according to a plat by Southland Engineering Consultants, LLC, dated June 06, 2016 and bearing drawing No. HMS-06-06-U-4-FP.