



Tom Leatherwood
Shelby County Register

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04008702

01/14/2004 - 11:34 AM

40 PGS : R - SUB RESTRICTION

MARY 199089-4008702

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	200.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	160.00
TOTAL AMOUNT	362.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

**CREEKSIDE MANOR
HOMEOWNERS ASSOCIATION, INC.**

Prepared By & Return To:
Lender's Title & Escrow, LLC
3173 Kirby Whitten Pkwy., Suite 102
Bartlett, TN 38134

ARTICLE I: DEFINITIONS

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- Section 2. "Association"
- Section 3. "Board of Directors"
- Section 4. "Common Area"
- Section 5. "Declarant"
- Section 6. "Declaration"
- Section 7. "Fine"
- Section 8. "Improvements"
- Section 9. "Lot"
- Section 10. "Member"
- Section 11. "Owner"
- Section 12. "Person"
- Section 13. "Final Plat"

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- Section 3. Quorum

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- Section 2. Delegation of Use
- Section 3. Title to the Common Areas
- Section 4. Easements

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

CREEKSIDE MANOR HOMEOWNERS ASSOCIATION, INC.

This DECLARATION made on this 13th day of January, 2004, by Creekside Homes, a Tennessee General Partnership, hereinafter referred to as "Declarant" and joined herein by all present Owners of record.

WITNESSETH

WHEREAS, Declarant is developer of certain property in Shelby County, Tennessee, which consists of sixty-eight (68) lots and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Declarant will sell and convey the said Property subject to certain protective covenants, conditions, restrictions, reservations, liens, easements and charges as hereinafter set forth; and

WHEREAS, Declarant has deemed it desirable to create an association to which should be delegated and assigned powers of maintaining, administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter created for the efficient preservation and maintenance of the values and amenities of the Property; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Tennessee as a nonprofit, non-stock corporation, Creekside Manor Homeowners Association, Inc., for the purpose of exercising the functions aforesaid.

NOW THEREFORE, Declarant hereby declares that the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, reservations, liens and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions, reservations, liens and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I: DEFINITIONS

Section 1. "Assessments" shall mean those levies and assessments which each Owner of a Lot agrees to pay the Association pursuant to Articles VI hereof.

Section 2. "Association" shall mean and refer to the Creekside Manor Homeowners Association, Inc., its successors and assigns. The Bylaws of the Association are incorporated herein by reference.

Exhibits: Exhibit "A" – Legal Description of the Property
Exhibit "B" – Setback Lines, Easements and Plat
Exhibit "C" – Bylaws of Association
Exhibit "D" – Corporate Charter of Creekside Manor Homeowners Association, Inc.

Section 3. "Board of Directors" shall mean and refer to Board of Directors of the Association.

Section 4. "Common Area" shall mean all real property (including the Improvements thereto) owned by the Association (or Declarant prior to conveyance of the Common Area pursuant to Article IV, Section 3) for the common use and enjoyment of the members of the Association and its respective guests and invitees. The Common Area to be owned by the Association originally shall be all the Property (including any additions thereto) not included in the legal description of the Lots.

Section 5. "Declarant" shall mean and refer to Creekside Homes, a Tennessee General Partnership or the duly appointed agent or representative, successor and assign of Declarant.

Section 6. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any supplement or amendment hereto recorded in the Register's Office of Shelby County, Tennessee.

Section 7. "Fine" shall mean any monetary amount assessed to an Owner by the Association due to a violation of any restriction or condition included in this Declaration.

Section 8. "Improvements" shall mean 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 reasonably 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.

Section 9. "Lot" shall mean and refer to one of the sixty-eight (68) lots as shown on the Final Plat and to the Lots on any additions to the Property and the Improvements on said Lots, reference being made to the Warranty Deeds conveying individual Lots for an exact description of said Lots.

Section 10. "Member" shall mean and refer to every person or entity who holds membership in the Association and shall include the Declarant so long as it retains ownership of Lots in the Property.

Section 11. "Owner" shall mean and refer to the record Owner whether one or more persons or entities in fee simple to any Lot, including Declarant to the extent it owns any Lots, but excluding those having such interest merely as security for the performance of an obligation ("the Mortgagee"), provided that if a mortgagee shall succeed to title to a Lot, then the Mortgagee shall be Owner for the purposes hereof.

Section 12. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 13. "Final Plat" shall mean the Creekside Manor Subdivision, recorded in the Register's Office of Shelby County, Tennessee, in Plat Book 202, Page 37, as amended from time to time.

ARTICLE II: MEMBERSHIP

Every Owner of a Lot which is subject to assessments by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who 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.

Declarant shall become and remain a member of the Association upon the recording of this Declaration in the Register's Office of Shelby County, Tennessee. At such time as Declarant conveys a Lot, Declarant shall cease to be a member of the Association with respect to such Lot, thus relieving the Declarant of any liability or obligation to the Association for such Lot.

ARTICLE III: VOTING RIGHTS

Section 1. Voting A Member of the Association shall be entitled to one (1) vote for each Lot owned by the Member. When more than one person holds an 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 any Lot.

Declarant shall be entitled to two votes per Lot for each Lot owned by it until Seventy-five percent (75%) of all Lots included in the Property (including any Lots within Additional Property subject to the provisions hereof prior to the sale of seventy-five percent (75%) of the original sixty-eight (68) Lots shall have been initially conveyed

by Declarant, after which time Declarant shall be entitled to one (1) vote per Lot for each Lot which Declarant then still owns.

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 of 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 obtained herein.

Section 2. Proxies A member may appoint any other Member or any other person permitted by law or the Bylaws. 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-one percent (51%) 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 all 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 a 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 IV: PROPERTY RIGHTS AND EASEMENT

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 restrictions of use as may be established from time to time by the Association, including but not limited to the following provisions:

- (a) The right of the Association to limit the number of guest of Members in the use of 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 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 or 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 the 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 The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association prior to or simultaneously with the conveyance of the last Lot on this Property.

Section 4. Easements The Declarant 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 Lots and Common Area.

ARTICLE V: CONTROL OF IMPROVEMENTS

Section 1. Control of Improvements No improvement or change, including, but not limited to, the construction, alteration or erection of structure or residence, terrain change, fence, driveway, walkway, landscape, screening, mail box, outdoor lighting fixture, any sanitary and/or storm sewer system, underground wiring, swimming pool, pool deck or the removal of any existing tree or trees which are six inches (two inches for Cedars) in caliper or larger when measured at a point two feet above the ground, shall be commenced, erected, place 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 appointed by the Board of Directors of the Association or its assigns. In the event that the Architectural Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specification 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 a site plan of the Lot showing the nature, color scheme, kind, shape, height, material and location with respect to said Lot section (including proposed front, rear and side setbacks) of all structures, fences, or barriers and location of all parking spaces and driveways on the Lot.

Any Owner constructing a residence may only proceed with his or her construction subject to the 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 if any Improvement or change which is not in conformance with the 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 any violation. If, thirty (30) days after the notice of such violation, the owner or owners of such Lot in question shall not have taken reasonable steps toward the removal or alteration of the same, Declarant, 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 Register's Office of Shelby County, Tennessee. Any lien so recorded shall be subordinate to the lien of any existing deed of trust. An agent of the Declarant or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and improvements thereon for the purposes of ascertaining whether the maintenance of such Lot, and the maintenance, construction or alteration of structures thereon, are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by such entry inspection.

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

Section 2. Landscape Treatment of Street and Other Common Areas The nature and extent of landscaping of streets and other Common Areas shall be determined by Declarant initially. Any future landscape treatment shall be provided by the Association after approval of 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 paragraph shall be prima face 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 any time of any construction shall apply to all construction.

Section 5. Non-Liability Neither Declarant 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 provision, nor for any structural or other defects in any work done according to such plans and specifications.

ARTICLE VI: PROPERTY MAINTENANCE

Section 1. General Maintenance The Association shall generally provide for the maintenance of all improvements located on Common Area. 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 Areas on said Plat and maintain and replace the improvements on the Common Area including the wall on private roadways, pedestrian ways, gates, guard house, ancillary structures and common parking areas, and private sewer and drainage facilities serving the Property, 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 dwelling, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, driveways, painting, street lights, private drives, 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 exterior Improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the Assessment of that Lot. Additionally, each Owner shall be responsible for the maintenance and repair of the curb adjoining the private right-of-way which is continuous to the Owners Lot. The cost of said maintenance, expenses and attorney's fees shall be a binding obligation of the owner as well as lien on the Lot in question, upon recording of such notice with the Register's Office of Shelby County, Tennessee. Any lien so recorded, shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth

herein, the Owner shall be responsible for all court costs, reasonable attorney fees, and interest from the date of any expenditure at the maximum rate of interest.

Section 2. Damaged or Destroyed Residence The right is given to the Association to require the Owner of a damaged or destroyed residence on any Lot to make repairs or replacements in order to restore the residence 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 VII:
CREEKSIDE MANOR RESTRICTIVE COVENANTS

Section 1. Residential Use Lots 1 through 68 inclusive shall not be used except for private residential purposes.

Section 2. Minimum Home Size The minimum finished and heated floor area of all residences in Creekside Manor, exclusive of porches and garages, shall be 1800 square feet.

Section 3. Setback Lines Building setback lines shall be in accordance with the Final Plat for Creekside Manor Subdivision.

Section 4. Prohibited Uses and Nuisances In order to provide for a congenial occupation of the homes within Creekside Manor and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

- (a) Said property is hereby restricted to residential dwellings for residential use. All Buildings or structures erected upon said property shall be of new construction and no building or structures shall be moved from other locations onto said Property, and no subsequent buildings or structures other than single-family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other buildings shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.
- (b) Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Plat attached hereto as Exhibit "B".
- (c) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain, during the period of the sale of said Lots, upon such portion of the premises as Declarant deems

necessary, such facilities as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including but without limitation, a business office storage areas, construction yard, signs, model units and sales office.

- (d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that of dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
- (e) No advertising signs (except one (1) of not more than five (5) square feet "for rent" or "for sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purposes which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboard or construction and maintenance of buildings, if any, of Declarant, its agent and/or subagents during the development and sales period of Lots in Creekside Manor.
- (f) All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view or the private drives and streets. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (g) With the exception of small diameter dishes (24" or less) no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements located upon the Property nor upon any structure upon the Property.
- (h) No recreational vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, pick-up trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the streets.
- (i) Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots. Developer, at its option and its discretion, may mow and have dead trees and debris removed from such Lots and the Owner of such Lot shall be obligated to reimburse Developer for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.
- (j) No obnoxious or offensive trade or activity shall be carried on upon any Lot in the planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within Creekside Manor.
- (k) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the street or between the curb and property lines.

- (l) Additional Deed Restrictions. Declarant reserves unto itself the right to impose additional and separate restrictions at the time of sale of any of the Lots sold by the Declarant which said restrictions may not be uniform, but may differ from Lot to Lot.
- (m) Fences, walls. All Fences and Walls are to be made of wood, brick or ornamental metal material. No fences or walls shall be erected nearer to a street than the building setback lines.

Declarant agrees to the terms and provisions as set forth above on the date first Written above and is joined herein by all Owners of record as of the date of execution of this instrument.

DECLARANT

Creekside Homes, a Tennessee
General Partnership

By: 
Barry A Duke, Partner

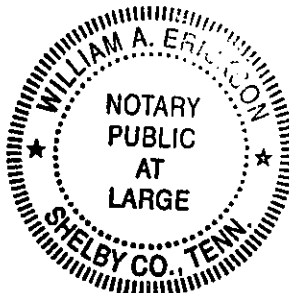
STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, William A. Erickson, a Notary Public of said State and County, personally appeared Barry A. Duke, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Partner of Creekside Homes, a Tennessee General Partnership, the within named bargainor, and that he/she/they, as such Partner, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of the partnership by himself (herself) as such Partner.

Witness my hand and official seal at Bartlett, Tennessee this 13th day of January, 2004.

Commission expires:
July 13, 2005





William A. Erickson, Notary Public

EXHIBIT "A"

Parcel I:

Lots 1 through 37, Phase 1, Creekside Manor P.R.D., as shown on plat of record in Plat Book 202, Page 37, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said lots.

Parcel II:

Lots 38 through 68, Phase 2, Creekside Manor P.R.D. (Proposed) being more particularly described by metes and bounds as follows:

Real Estate located in Shelby County, Tennessee and being more particularly described as follows:

BEGINNING at an iron rod (set) in the north line of U.S. Highway 70 (90-foot R/W), said point being 1,640.70 feet eastward of the tangent intersection with the east line of Evergreen Road (50-foot R/W), as measured along said north line; thence N02 degrees 49'10" W, and with the east line of the Erwin R. Thal, Trustee, property (EE 7585) a distance of 1,480.63 feet to an iron rod (found); thence N 02 degrees 31'22" W, and with the east line of the Bret and Michelle Stanton property (DM 8240), a distance of 200.54 feet to an iron rod (found); thence S 88 degrees 07'04" E a distance of 1,111.26 feet to an iron rod (found); thence S 03 degrees 44'11" W, and with the west line of the City of Memphis property (AG 2068), a distance of 1,188.84 feet to a point in the north line of Highway 70; thence S 64 degrees 22'36" W, and with said west line, a distance of 1,055.31 feet to the POINT OF BEGINNING.

Less and Except:

Lots 1 through 37, Phase 1, Creekside Manor P.R.D., as shown on plat of record in Plat Book 202, Page 37, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said lots.

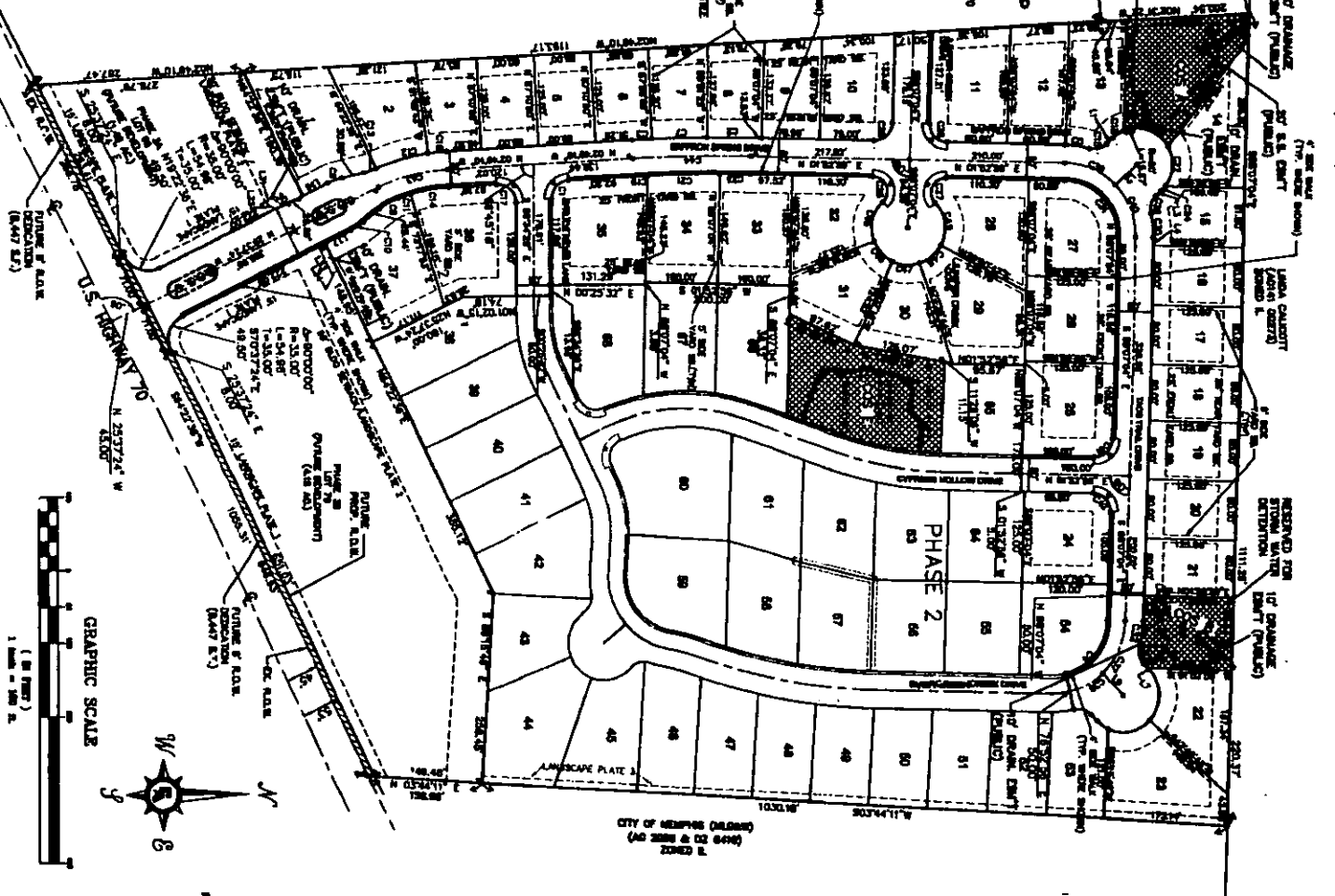
REVENUES TO BE COLLECTED AT FOLLOWING LOCATIONS:

EXERCISE	SEE	LOTT
SECTION 2000 DE. EAST	27-28-29-30	70
AMERICAN CHECK DE. NORTH	34-35-36	84
TRUCK TRAIL DE. SOUTH	34-35-36	84
SPRINGS DE. WEST	25	25
SPRINGS DE. EAST	25	25

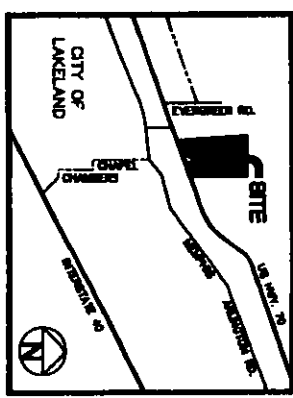
PLAN DATA

TOTAL AREA: 1580 ACRES
 TOTAL LOTS: 37 LOTS
 DENSITY: 2.37 LOTS/AC
 LARGEST LOT SIZE: 10,000 S.F.
 SMALLEST LOT SIZE: 1,800 S.F.
 (SEE CONDITION NO. 12)

The plan is intended to be used for the subdivision of the land shown thereon into lots, blocks, streets, and other features as shown. The plan is subject to the provisions of the laws of the State of Tennessee, and the rules and regulations of the State Planning Commission, and the City of Lakeland, Tennessee. The plan is subject to the provisions of the laws of the State of Tennessee, and the rules and regulations of the State Planning Commission, and the City of Lakeland, Tennessee. The plan is subject to the provisions of the laws of the State of Tennessee, and the rules and regulations of the State Planning Commission, and the City of Lakeland, Tennessee.



SITE LOCATION MAP



LOT	AREA (S.F.)	LOT	AREA (S.F.)
1	10,000	27	10,000
2	10,000	28	10,000
3	10,000	29	10,000
4	10,000	30	10,000
5	10,000	31	10,000
6	10,000	32	10,000
7	10,000	33	10,000
8	10,000	34	10,000
9	10,000	35	10,000
10	10,000	36	10,000
11	10,000	37	10,000
12	10,000	38	10,000
13	10,000	39	10,000
14	10,000	40	10,000
15	10,000	41	10,000
16	10,000	42	10,000
17	10,000	43	10,000
18	10,000	44	10,000
19	10,000	45	10,000
20	10,000	46	10,000
21	10,000	47	10,000
22	10,000	48	10,000
23	10,000	49	10,000
24	10,000	50	10,000
25	10,000	51	10,000

FINAL PLAN
CREEKSIDE MANOR
 PLANNED RESIDENTIAL DEVELOPMENT
 PHASE 1
 LAKELAND, TENNESSEE

PREPARED FOR: [Client Name]
 PREPARED BY: **FERBER & ARNOLD, INC.**
 1234 MAIN STREET
 MEMPHIS, TENNESSEE 38103

THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA ACCORDING TO FIRM PANEL 4715C 150 E, DATED DEC. 2, 1984.

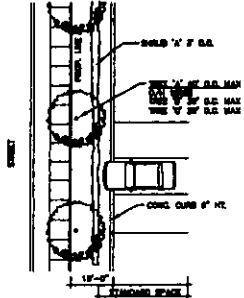
FERBER & ARNOLD, INC.
 REGISTERED PROFESSIONAL ENGINEER
 1234 MAIN STREET
 MEMPHIS, TENNESSEE 38103
 PHONE: 1-313-1234

DATE: 1-27-03

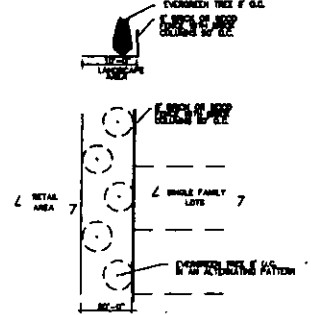
1 OF 3

CURVE	LENGTH	ADIUS	DELTA	TANGENT	CHG. OR.	CHS. LEN.
C1	57.83	73.00	∠=84.518°	52.87	S241°10'1"	54.34
C2	11.63	100.00	∠=11.630°	10.97	S01°00'0" W	11.63
C3	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C4	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C5	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C6	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C7	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C8	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C9	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C10	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C11	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C12	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C13	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C14	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C15	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C16	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C17	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C18	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C19	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C20	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C21	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C22	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C23	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C24	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C25	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C26	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C27	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C28	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C29	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C30	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C31	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C32	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C33	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C34	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C35	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C36	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C37	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C38	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C39	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C40	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C41	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C42	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C43	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C44	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C45	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C46	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C47	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C48	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C49	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87
C50	57.87	100.00	∠=11.630°	10.97	S01°00'0" W	57.87

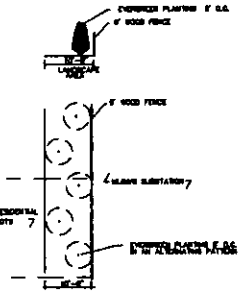
LINE	LENGTH	BEARING
L1	11.63	S43°07'04"E
L2	41.48	S43°07'04"E
L3	11.63	S43°07'04"E
L4	10.98	S89°07'04"E
L5	58.97	S89°07'04"E
L6	8.81	S43°07'04"E
L7	2.77	S43°07'04"E
L8	11.63	S43°07'04"E
L9	41.48	S43°07'04"E
L10	11.63	S43°07'04"E
L11	10.98	S89°07'04"E
L12	58.97	S89°07'04"E
L13	8.81	S43°07'04"E
L14	2.77	S43°07'04"E
L15	11.63	S43°07'04"E
L16	41.48	S43°07'04"E
L17	11.63	S43°07'04"E
L18	10.98	S89°07'04"E
L19	58.97	S89°07'04"E
L20	8.81	S43°07'04"E
L21	2.77	S43°07'04"E
L22	11.63	S43°07'04"E
L23	41.48	S43°07'04"E
L24	11.63	S43°07'04"E
L25	10.98	S89°07'04"E
L26	58.97	S89°07'04"E
L27	8.81	S43°07'04"E
L28	2.77	S43°07'04"E
L29	11.63	S43°07'04"E
L30	41.48	S43°07'04"E
L31	11.63	S43°07'04"E
L32	10.98	S89°07'04"E
L33	58.97	S89°07'04"E
L34	8.81	S43°07'04"E
L35	2.77	S43°07'04"E



15' LANDSCAPE PLATE 1
A.T.A.



50' LANDSCAPE PLATE 2
A.T.A.



10' LANDSCAPE PLATE 3
A.T.A.

THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA, ACCORDING TO FIRM PANEL 47187C 100 E, DATED DEC. 3, 1994.

FINAL PLAN
CREEKSIDE MANOR
PLANNED RESIDENTIAL DEVELOPMENT
PHASE 1
LAKELAND, TENNESSEE

J. BRADSHAW & SONS
TOTAL AREA: 18.58 ACRES
TOTAL LOTS: 37 ZONED: R1-PRO 3

PREPARED FOR: CREEKSIDE MANOR
13425 GORDON ROAD
LAKE, TN 38028

FISHER & ARNOLD, INC.
1000 W. WASHINGTON AVE.
MEMPHIS, TENNESSEE 38125



DATE: 03/11/03
DRAWN BY: J. BRADSHAW & SONS
CHECKED BY: J. BRADSHAW & SONS
SCALE: AS SHOWN
PAGE: 1 OF 3

CREEKSIDE MANOR PRD DEVELOPMENT CONDITIONS

1. A 50-foot landscape buffer (see plots 2) shall be provided between C-1 and R-1PRD.
2. All detention areas must be provided to the City Engineer for approval along with Drainage Calculations. Pre-development run-off must not exceed post-development run-off.
3. State of Tennessee approval must be provided for any work on Highway 70.
4. Sewer outfall must be submitted to BOSC and City Engineer for approval.
5. A written statement showing all site plan requirements are addressed on the site plan.
6. The overall density of PRD must not exceed 2.4 du/ac.
7. Side-yards are required on all streets as shown on the site plan.
8. The maintenance of all common areas of common open space (cos) are the responsibility of the home owners association (provided a statement on the site plan).
9. The C-1 (commercial area) must have a drop center look.
10. Provide bicycle and walking trails where possible.
11. Street lighting shall be provided in accordance with the City Engineer's specifications.
12. Home size must be a minimum of 1000 sq. ft. heated space on the first floor with side entry garages.
13. Two 4 inch copper trees to be provided by home builders for each lot.
14. 2.4 acres of park land by formula is required. Developer to provide money in lieu of land. A MA approved will determine amount.
15. All construction plans are subject to City Engineer approval.
16. A subdivision development contract must be entered into between developer and City before construction plan approved by City.
17. A detention basin shall be located between lots 13 and 14 and also between lots 21 and 22 unless otherwise approved by City Engineer.

CERTIFICATE OF ADEQUACY OF SUBDIVISION AND MAPS

I, MICHAEL J. BROWN, A PROFESSIONAL CIVIL ENGINEER, DO HEREBY CERTIFY THAT THE PLANNED SUBDIVISION AND MAPS SUBMITTED FOR THE CONSTRUCTION OF THIS SUBDIVISION ARE TRUE AND CORRECT AND CONFORM TO THE REQUIREMENTS SET FORTH IN THE SUBDIVISION REGULATIONS AND TECHNICAL SPECIFICATIONS OF THE CITY OF LAKELAND.

IN WITNESS WHEREOF, I, THE SAID MICHAEL J. BROWN, PROFESSIONAL CIVIL ENGINEER, HAVE HEREON SET MY HAND AND SEAL THIS 27th DAY OF JANUARY, 2003.

PROFESSIONAL CIVIL ENGINEER STATE OF TENNESSEE CERTIFICATE NO. 32868-R

I, MICHAEL J. BROWN, a professional civil engineer, do hereby certify that the plans, specifications and details governing the construction of this subdivision are true and correct and conform to the requirements set forth in the Subdivision Regulations and Technical Specifications of the City of Lakeland.

In witness whereof, I, the said Michael J. Brown, Professional Civil Engineer, have set out hand and seal this 27th day of January, 2003.

Professional Civil Engineer
State of Tennessee
Certificate No. 32868-R

CERTIFICATE OF SURVEY

I, CHARLES K. ARNEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HAVE SURVEYED THE LANDS DESCRIBED WITHIN THE PLAT OR MAP SUBMITTED AS CREEKSIDE MANOR PLANNED DEVELOPMENT, A SUBDIVISION ALL LINES WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKELAND, TENNESSEE, AND THAT SAID PLAT OR MAP IS A TRUE AND CORRECT PLAT OR MAP OF ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF LAKELAND, TENNESSEE. I FURTHER CERTIFY THAT THE SUBJECT OF THE LANDS DESCRIBED WITHIN SAID PLAT OR MAP HAVE BEEN CORRECTLY MONUMENTED AND ACCORDING TO THE SUBDIVISION REGULATIONS OF THE CITY OF LAKELAND, TENNESSEE.

IN WITNESS WHEREOF, I, THE SAID CHARLES K. ARNEY, REGISTERED LAND SURVEYOR, HAVE HEREON SET MY HAND AND SEAL THIS 27th DAY OF JANUARY, 2003.

LAND SURVEYOR
STATE OF TENNESSEE
CERTIFICATE NO. 10008

CERTIFICATE OF APPROVAL OF THE DRAINAGE SYSTEM

I, CAROL A. BROWN, DO HEREBY CERTIFY THAT THE PLANNED SUBDIVISION AND MAPS SUBMITTED FOR THE CONSTRUCTION OF THIS SUBDIVISION ARE TRUE AND CORRECT AND CONFORM TO THE REQUIREMENTS SET FORTH IN THE SUBDIVISION REGULATIONS AND TECHNICAL SPECIFICATIONS OF THE CITY OF LAKELAND AND ARE HEREBY APPROVED.

DATE 1/16/03

CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS

I, CAROL A. BROWN, DO HEREBY CERTIFY THAT A SET OF CONSTRUCTION PLANS REGARDING THE WATER SUPPLY AND/OR SANITARY SEWER SYSTEMS BEARING THE SEAL OF THE TENNESSEE DEPARTMENT OF PUBLIC HEALTH WHICH INDICATES SAID PLANS MEET THE DEPARTMENT'S REQUIREMENTS HAVE BEEN RECEIVED.

DATE 1/16/03

CERTIFICATE OF THE APPROVAL OF STREETS AND UTILITIES

I, CAROL A. BROWN, DO HEREBY CERTIFY THAT THE STREETS, UTILITIES AND UTILITIES TREATMENTS HAVE BEEN DETAILLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE PLANNING COMMISSION'S (CC) THAT A SUBMITTEE HAS BEEN FORMED WITHIN THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE 1/16/03

PLANNING COMMISSION CERTIFICATE OF APPROVAL OF THE FINAL PLAN

I, M. DEBRA BELL, DO HEREBY CERTIFY THAT THE CITY OF LAKELAND PLANNING COMMISSION HAS APPROVED THE FINAL PLAN OF SUBDIVISION FOR RECORDATION.

DATE January 27th, 2003

MR. MICHAEL J. BROWN, THE UNDERSIGNED MEMBER OF THE PROPERTY OWNERS ASSOCIATION, HEREBY CERTIFIES THAT THE PLANNED SUBDIVISION AND MAPS SUBMITTED FOR THE CONSTRUCTION OF THIS SUBDIVISION ARE TRUE AND CORRECT AND CONFORM TO THE REQUIREMENTS SET FORTH IN THE SUBDIVISION REGULATIONS AND TECHNICAL SPECIFICATIONS OF THE CITY OF LAKELAND, TENNESSEE, AND THAT SAID PLAT OR MAP IS A TRUE AND CORRECT PLAT OR MAP OF ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF LAKELAND, TENNESSEE.

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY ABOVE SAID, HAS PERSONALLY APPEARED AND BEEN PERSONALLY IDENTIFIED TO ME BY THE SIGNATURE OF THE SAID MICHAEL J. BROWN, AND HE HAS ACKNOWLEDGED TO ME THAT HE HAS SIGNED SAID INSTRUMENT AS HIS OWN ACT AND DEED, AND THAT SAID PROPERTY IS UNENCUMBERED BY ANY TAXES WHICH MAY BE DUE AND PAYABLE.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL THIS 27th DAY OF JANUARY, 2003.

Carole A. Brown, Secretary

MR. MICHAEL J. BROWN, THE UNDERSIGNED MEMBER OF THE PROPERTY OWNERS ASSOCIATION, HEREBY CERTIFIES THAT THE PLANNED SUBDIVISION AND MAPS SUBMITTED FOR THE CONSTRUCTION OF THIS SUBDIVISION ARE TRUE AND CORRECT AND CONFORM TO THE REQUIREMENTS SET FORTH IN THE SUBDIVISION REGULATIONS AND TECHNICAL SPECIFICATIONS OF THE CITY OF LAKELAND, TENNESSEE, AND THAT SAID PLAT OR MAP IS A TRUE AND CORRECT PLAT OR MAP OF ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF LAKELAND, TENNESSEE.

STATE OF TENNESSEE COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY ABOVE SAID, HAS PERSONALLY APPEARED AND BEEN PERSONALLY IDENTIFIED TO ME BY THE SIGNATURE OF THE SAID MICHAEL J. BROWN, AND HE HAS ACKNOWLEDGED TO ME THAT HE HAS SIGNED SAID INSTRUMENT AS HIS OWN ACT AND DEED, AND THAT SAID PROPERTY IS UNENCUMBERED BY ANY TAXES WHICH MAY BE DUE AND PAYABLE.

Michael J. Brown, President

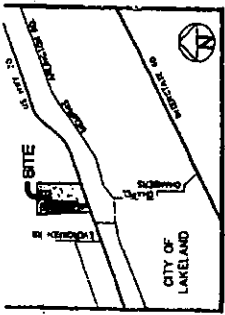
THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA ACCORDING TO FEMA PANEL 47187C 188 E, DATED DEC. 2, 1984.

FINAL PLAN, CREEKSIDE MANOR PLANNED RESIDENTIAL DEVELOPMENT PHASE 1 LAKELAND, TENNESSEE

JANUARY 2003
TOTAL AREA: 1530 ACRES
TOTAL LOTS: 37 ZONED: R-1PRD

PREPARED FOR: EXHIBITOR
FEBER & ARNOLD, INC.

	LAKELAND, TENNESSEE PLAN NO. 10008 PLAN DATE: 1/27/03 PAGE: 1 OF 37 FOR LAKELAND, TENNESSEE



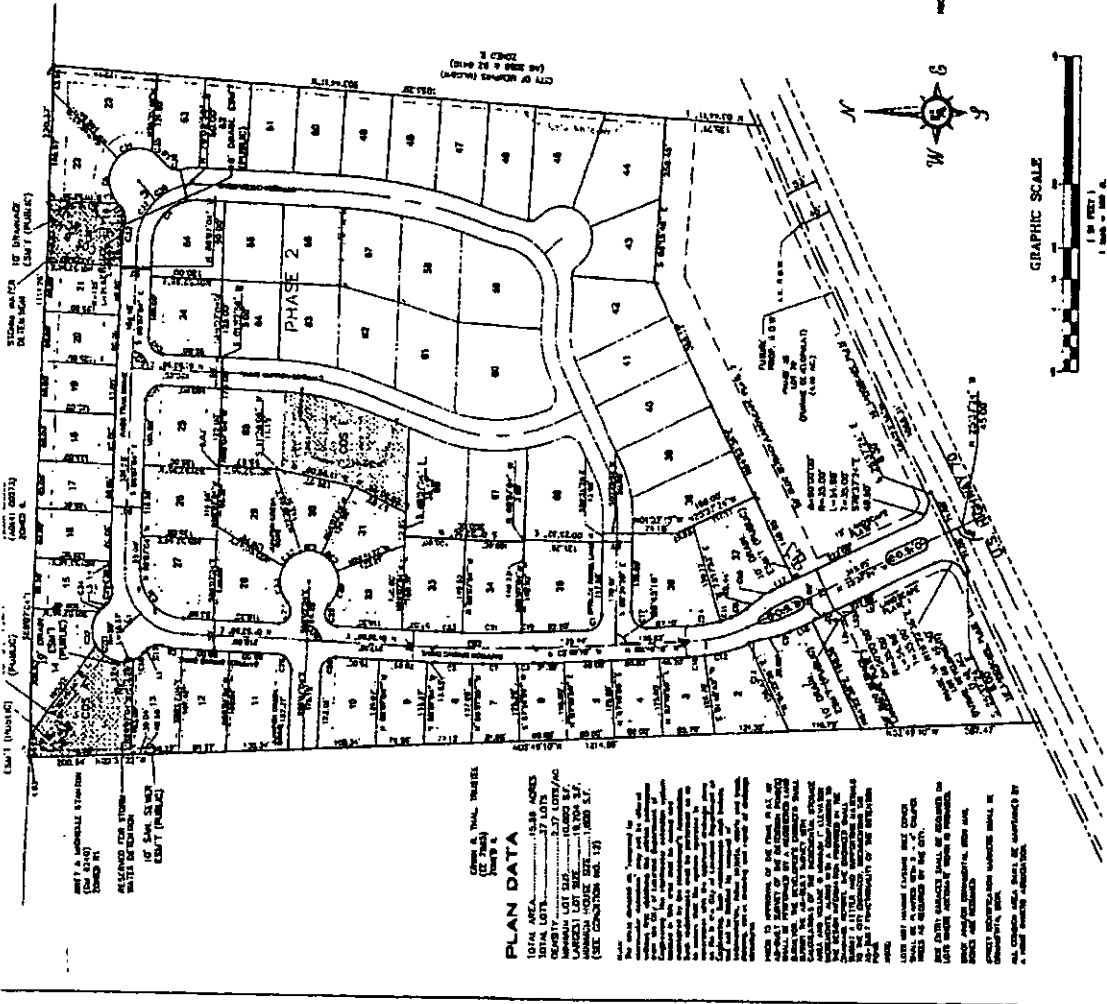
SITE LOCATION MAP

LOT	AREA (AC)	AREA (SQ. FT.)	AREA (SQ. FT.)
1	0.10	6,912	6,912
2	0.10	6,912	6,912
3	0.10	6,912	6,912
4	0.10	6,912	6,912
5	0.10	6,912	6,912
6	0.10	6,912	6,912
7	0.10	6,912	6,912
8	0.10	6,912	6,912
9	0.10	6,912	6,912
10	0.10	6,912	6,912
11	0.10	6,912	6,912
12	0.10	6,912	6,912
13	0.10	6,912	6,912
14	0.10	6,912	6,912
15	0.10	6,912	6,912
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27	0.10	6,912	6,912
28	0.10	6,912	6,912
29	0.10	6,912	6,912
30	0.10	6,912	6,912
31	0.10	6,912	6,912
32	0.10	6,912	6,912
33	0.10	6,912	6,912
34	0.10	6,912	6,912
35	0.10	6,912	6,912
36	0.10	6,912	6,912
37	0.10	6,912	6,912
38	0.10	6,912	6,912
39	0.10	6,912	6,912
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43	0.10	6,912	6,912
44	0.10	6,912	6,912
45	0.10	6,912	6,912
46	0.10	6,912	6,912
47	0.10	6,912	6,912
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49	0.10	6,912	6,912
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77	0.10	6,912	6,912
78	0.10	6,912	6,912
79	0.10	6,912	6,912
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81	0.10	6,912	6,912
82	0.10	6,912	6,912
83	0.10	6,912	6,912
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88	0.10	6,912	6,912
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91	0.10	6,912	6,912
92	0.10	6,912	6,912
93	0.10	6,912	6,912
94	0.10	6,912	6,912
95	0.10	6,912	6,912
96	0.10	6,912	6,912
97	0.10	6,912	6,912
98	0.10	6,912	6,912
99	0.10	6,912	6,912
100	0.10	6,912	6,912

FINAL PLAN
CREEKSIDE MANOR
 PLANNED RESIDENTIAL DEVELOPMENT
 PHASE 1
 LAKELAND, TENNESSEE

PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA, ACCORDING TO FEMA PANEL 4730C 158 T, DATED DEC. 2, 1996.

PREPARED BY:
 FISHER & ARNOLD, INC.
 1000 PLEASANT HILL ROAD
 MEMPHIS, TENNESSEE 38117
 PHONE: (901) 527-7777
 FAX: (901) 527-7778



PLAN DATA
 TOTAL AREA: 15.88 ACRES
 TOTAL LOTS: 100
 DENSITY: 6.30 LOTS/AC
 LARGEST LOT SIZE: 18,000 SQ. FT.
 AVERAGE HOUSE SIZE: 1,600 SQ. FT.
 (SEE EXHIBIT NO. 12)

This plan is submitted to the City of Lakeland for approval. The applicant warrants that the information provided is true and correct to the best of their knowledge and belief. The applicant also warrants that the plan complies with all applicable laws, ordinances, and regulations of the City of Lakeland. The applicant further warrants that the plan does not conflict with any other plans on file with the City of Lakeland. The applicant understands that the City of Lakeland is not responsible for the accuracy of the information provided and that the City of Lakeland is not liable for any damages resulting from the use of this information.



Tom Leatherwood
Shelby County Register

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

02044423	
03/14/2002 - 10:58 AM	
2 PGS : R - STATEMENT	
ERICA 25126-2044423	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	0.00
DP FEE	10.00
REGISTER'S FEE	2.00
WALK THRU FEE	0.00
TOTAL AMOUNT	12.00
STATE OF TENNESSEE, COUNTY OF SHELBY	
TOM LEATHERWOOD	
REGISTER OF DEEDS	

E-2

Exhibit "C"

BY-LAWS OF CREEKSIDE MANOR HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. Name and Location.

The name and location is Creekside Manor Homeowners Association, Inc., hereinafter referred to as the "Association".

The principal office of the corporation shall be located at 12665 Coburn Road, Eads, TN 38028, but meetings of members and directors may be held at such places within the State of Tennessee, County of Shelby, as may be designated by the Board of Directors.

ARTICLE II. Definitions.

2.01 "Association" shall mean and refer to Creekside Manor Homeowners Association, Inc., its successors and assigns.

2.02 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.03 "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. These areas include the two (2) islands located at the front entrance of the subdivision; the landscaping and brick fences located at the entrance which are parts of Lots 1 and 37 according to the recorded plat for the subdivision; two (2) retention ponds referenced on recorded plat for the subdivision; and the park area referenced on recorded plat for the subdivision, including any improvements therein.

2.04 "Lot" shall mean and refer to any plot of land designated for the development of a single family residence as shown upon any plat, recorded or to be recorded, subdividing the Properties.

2.05 "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.06 "Declarant" shall mean and refer to Creekside Homes, a Tennessee General Partnership, its specific successors and assigns as designated in a document placed of record in the Register's Office of Shelby County, Tennessee, which designates such

successors and assigns as the party or parties succeeding to the rights of the Declarant hereunder.

2.07 "Declarant" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Register's Office of Shelby County, Tennessee.

2.08 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III. Meeting of Members.

3.01 Annual Meetings. The organizational 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 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour in the first day following which is not a legal holiday.

3.02 Special Meeting. Special meetings may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the votes of the entire membership.

3.03 Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

3.04 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum of any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.05 Proxies. 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.

ARTICLE IV. Board of Directors: Selection: Term of Office.

4.01 Number. The affairs of this Association shall be managed by an initial Board of three (3) Directors, who need not be members of the Association, until the "Change Date", as hereinafter defined. At the first annual meeting after the "Change Date", the affairs of this Association shall be managed by a Board of six (6) Directors, who need not be members of the Association.

4.02 Term of Office. At the organizational meeting, the Declarant shall appoint three (3) directors who shall serve until the "Change Date". The "Change Date" shall be the earlier of (a) the date in which all of the common areas within the Properties have been conveyed to the Association as Common Areas, or (b) when eighty percent (80%) of all of the Lots comprising the Properties, including properties annexed thereto, have been conveyed to Owner other than the Declarant, or (c) August 1, 2013, as the same may be extended pursuant to the terms of the Declaration. At the first annual meeting after the Change Date, the members shall elect six (6) directors as follows: two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect two (2) directors for a term of three (3) years.

4.03 Removal. After the Change Date, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4.04 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.

4.05 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 written approval of all the directors. Any action so approved shall have the same effect as though at a meeting of the directors.

ARTICLE V. Nomination and Election of Directors.

5.01 Nomination. After the Change Date, nomination for election to the Board of Directors shall be made by a Nomination 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 Board of Directors, and two (2) or more members 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 Nomination 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 or non-members.

5.02 Election. After the Change Date, election of the Board of Directors shall be by secret written ballot. At such election, the members of each class of membership or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. Meetings of Directors.

6.01 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly 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 the meeting shall be held at the same time on the next day which is not a legal holiday.

6.02 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

6.03 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.

7.01 Powers. The Board of Directors shall have power to:

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

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

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

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

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-tenth (1/10) of all members who are entitled to vote;

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

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

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

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

3. set the interest rate for delinquent assessments at least thirty (30) days in advance of each annual assessment period; and

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

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made 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;

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

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

(g) cause the Common Areas to be maintained.

ARTICLE VIII.

Officers and Their Duties.

8.01 Enumeration of Offices. The officers of this Association shall be a president, who shall at all times be 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.

8.02 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

8.03 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve unless the Owners decide to allow one or more of the officers elected at the first annual meeting to serve two (2) years rather than one (1) in order to maintain experience as a group as subsequent annual meetings and elections are held.

8.04 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.

8.05 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.

8.06 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.

8.07 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section to Section 8.04 of this Article.

8.08 Duties. The duties of the officers are as follows:

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

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

(c) Treasurer. 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 Directors; shall sign all checks and promissory notes of the Association; keep property books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX.

Indemnification.

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any pending completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director or officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the Chancery Court of Shelby County, Tennessee, or the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. To the extent that a director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article,

or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under this Article (unless ordered by a court) shall be made only as authorized in the specific case upon a determination that indemnification of the director or officer is proper under the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel is a written opinion, or (3) by the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association, in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon a secured receipt of an undertaking by or on behalf of the director or officer to repay such amounts unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized herein.

This indemnification provided by this Article shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of the members of the Association, or disinterested directors, or otherwise, both as to an action in his official capacity and as to an action in another capacity while holding office, and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X. Committees.

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI. Books and Records.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, 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 reasonable cost.

ARTICLE XII. Assessments.

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any

assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate of interest set by the Association, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of 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 non-use of the Common Area or abandonment of his Lot.

ARTICLE XIII. Corporate Seal.

The Association shall not have a seal unless the Board of Directors elects otherwise.

ARTICLE XIV. Amendments.

14.01 These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

14.02 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws or the Articles of Incorporation, the Declaration shall control.

ARTICLE XV. Miscellaneous.

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I certify that these Bylaws were duly adopted at the organizational meeting of the Corporation held on the 13th day of January, 2004, and were approved by all the members on that date.



DECLARANT

Secretary of State

Division of Business Services

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, Tennessee 37243

DATE: 05/09/03

REQUEST NUMBER: 4811-1409

TELEPHONE CONTACT: (615) 741-2286

FILE DATE/TIME: 05/09/03 1040

EFFECTIVE DATE/TIME: 05/09/03 1040

CONTROL NUMBER: 0446634

**TO:
CREEKSIDE MANOR HOMEOWNERS ASSOC
12665 COBURN RD
LEWISDALE, TN 38028**

**RE:
CREEKSIDE MANOR HOMEOWNERS ASSOCIATION, INC.
CHARTER - NONPROFIT**

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 05/09/03

**FROM:
TITLE VENTURES COM INC.
229 E. CENTER STREET
KINGSPORT, TN 37660-0000**

**RECEIVED: FEES \$100.00 \$0.00
TOTAL PAYMENT RECEIVED: \$100.00**

**RECEIPT NUMBER: 00003284967
ACCOUNT NUMBER: 00351841**



Riley C. Darnell

**RILEY C. DARNELL
SECRETARY OF STATE**

EXHIBIT "D"

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHARTER
(Nonprofit Corporation)

For Office Use Only

FILED
SECRETARY OF STATE
03 MAY -9 AM 11:40
RECEIVED

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

1. The name of the corporation is: Creekside Manor Homeowners Association, Inc.

2. 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.

3. The name and complete address of the corporation's initial registered agent and office in Tennessee is:

Barry A. Duke, Creekside Homes, 12665 Coburn Road, Eads, TN 38028

Name Street Address City State, Zip Code County

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

Jerry D. Holmes, Jr., Sullivan County Bank Bldg., 110 E. Center St, Kingsport, TN 37660

Name (Include Street Address, City, State, and Zip Code)

Name (Include Street Address, City, State, and Zip Code)

Name (Include Street Address, City, State, and Zip Code)

5. The complete address of the corporation's principal office is:

12665 Coburn Road, Eads, TN/USA 38028

Street Address City State/Country Zip Code

6. The corporation is not for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:

Date _____, _____, Time _____ (Not to exceed 90 days.)

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

ASSETS ARE TO BE RETURNED TO MEMBERS UPON DISSOLUTION.

11. Other provisions:

5/2/03
Signature Date

Incorporator's Signature
Jerry D. Holmes, Jr.
Incorporator's Name (typed or printed)