

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR DEERFIELD RESORT HOMEOWNERS ASSOCIATION, INC.**

This Declaration of Protective Covenants, Conditions, and Restrictions (the "Declaration") replaces the Restrictions for Deerfield Resort (the "Restrictions") originally executed, effective, and declared on the 22<sup>nd</sup> day of April, 1985 by Fields Development Company, Inc., a Tennessee corporation or its assigns (the "Declarant"), and recorded at the Campbell County Office of Register of Deeds. Pursuant to the transition of the Deerfield Resort Homeowners Association, Inc. (the "Association") from the Declarant to the members of the Association, this amended Declaration is executed, effective and declared on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 to update, replace, and supersede all prior Restrictions made by Declarant.

**W I T N E S S E T H**

WHEREAS, Declarant owned and developed certain real property in phased sections of the Deerfield Resort, a subdivision, the plat or map of which is attached hereto (Exhibit A – Boundary Map) and on file and of record, in a series of subsection plat maps, in the Campbell County Office of the Register of Deeds (the "Subdivision"); and

WHEREAS, Deerfield Resort is a residential community bounded to the east, south, and west by Norris Lake, and connected through a network of private roadways with a single point of ingress and egress south of the intersection of S. Chapman Road and Alder Springs Lane; and

WHEREAS, Declarant deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create an Association to which may be delegated and assigned the powers of owning, maintaining and administering the common areas, administering and enforcing the restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the owners of lots in the Subdivision; and

WHEREAS, Declarant incorporated under the laws of the State of Tennessee a nonprofit corporation known as the Deerfield Resort Homeowners Association, Inc. for the purpose of exercising such functions; and

WHEREAS, Declarant had previously prepared, amended, and recorded Restrictions for Deerfield Resort ("Restrictions") in support of the Association and dated April 22, 1985, December 1, 1986, August 9, 2000, and August 1, 2018; and

WHEREAS, Declarant desires to transition the Association from its control to homeowner control; and

WHEREAS, Declarant desires to replace the "Restrictions" with a Declaration including covenants, conditions, and restrictions; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in the Subdivision and for the maintenance of the property and the improvements thereon, and to this end desires to subject the property, together with such additions, as may hereafter be made thereto to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each of which is for the benefit of the lots and lands in the Subdivision and the future owners thereof; and

WHEREAS, it is to the benefit, interest, and advantage of the Declarant, the property owners, and of each and every person or other entity, hereafter acquiring any interest in the Subdivision that certain covenants, condition, restrictions, easements, assessments, and liens governing and regulating the use and occupancy of the same be established, fixed, set forth, and declared as covenants running with the land; and

WHEREAS, pursuant to Campbell County, Tennessee Chancery Court Order number , dated , 2021, the Declarant shall release and transfer the Association, along with its property and records, to its members pursuant to the establishment of a board of directors elected by Subdivision property owners under the direction of the court.

WHEREAS, Declarant has committed to convey selected common areas/ amenities to the Association subject to acceptance by the newly elected Board. The swimming pool with provisions for parking, playground, volleyball court, tennis courts, guard station with modified (wider entrance) to enable more lanes for visitor check-in, mailboxes, roads, airstrip, and permissive use authorization for Deer Hill peninsula.

NOW, THEREFORE, the Association hereby declares that all of the lots and lands in the Subdivision, as defined herein, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of lots in the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision as a whole and of each of the residences, lots and lands situated therein. The covenants, conditions, restrictions, easements, reservations, rights-of-way, equitable servitudes, and other provisions stated in this Declaration and any amendment hereto shall run with the land and shall be binding upon the real property in Campbell County, Tennessee as further described herein and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in such real property, their heirs, personal and legal representatives, successors, and assigns.

## **ARTICLE I – DEFINITIONS**

Unless the context expressly requires otherwise, the terms listed in this Article I shall have the following meaning whenever used in this Declaration of Covenants, Conditions, and Restrictions, the Association's Articles of Incorporation, or the Association's Bylaws.

**Section 1.** "Approved Builder" shall mean and refer to a licensed general contractor in the State of Tennessee holding adequate Workman's Compensation and Liability Insurance, and who has been authorized by the Association to construct structures and improvements in the Subdivision.

**Section 2.** "Architectural Review Committee" or "ARC" shall be as set forth herein in Article V.

**Section 3.** "Architectural Guidelines" shall mean and refer to the guidelines and rules established and supplemented from time-to-time by the Architectural Review Committee and approved by the Board.

**Section 4.** "Articles of Incorporation" shall mean the Articles of Incorporation of Deerfield Resort Homeowners Association, Inc., as may be amended from time-to-time, and filed with the Secretary of State's Office, State of Tennessee.

**Section 5.** "Assessment" shall mean such amounts as are required by the Association for the construction, maintenance, repair, replacement, operation, management, and administration of the Subdivision and the common areas, together with any expenses which are the specific responsibility of an individual property owner for each individual property under ownership which are paid by the Association and charged to the responsible owners as a personal charge for reimbursement.

**Section 6.** "Association" shall mean and refer to the state-registered corporation, Deerfield Resort Homeowners Association, Inc., and its successors and assigns.

**Section 7.** "Association Documents" shall mean the Declaration, Articles of Incorporation, these Bylaws, and any reasonable Rules and Regulations, established by the Board of Directors for the safety and enjoyment of the Deerfield Resort Subdivision as may be amended from time to time.

**Section 8.** "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to the Association Documents, and the laws of the State of Tennessee as may be amended from time to time.

**Section 9.** "Builder" shall mean any person or entity that acquires a lot from Declarant or property owner for the purposes of constructing thereon a residence or residences and appurtenances by undertaking the performance of all the work and supply of all the material necessary to complete the residence for resale in the ordinary course of business of such person or entity or under contract with a vendor or owner.

**Section 10.** "Building Guidelines" shall mean guidelines and requirements for any activity or undertaking on a lot as adopted by the Association and the ARC.

**Section 11.** "Bylaws" shall mean the Bylaws of the Deerfield Resort Homeowners Association, Inc., as may be amended from time to time, which establishes the methods and procedures of the Association's operation.

**Section 12.** "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners and all other property designated by the Association for the common use and enjoyment of the owners, including, but not limited to entrances, gates, fences, walls, irrigation, lighting, landscaping, recreation parks, playgrounds, swimming pools, commons, tennis courts, streets and footpaths,



buildings, structures, and personal properties incident thereto, and other recreational amenities, lawns, green space, and easement areas.

**Section 13.** "Commercial Development" shall mean and refer to the construction and development of structures intended for business, professional, and/or commercial purposes. Commercial lots shall provide support services for this lakefront recreational residential community, and may include marina, boat service, storage facilities, airstrip, taxiways, and hangars.

**Section 14.** "Commercial Docks" shall mean a floating dock comprised of multiple boat slips used as part of a business, multifamily property or common area and accessed through commercial or common use property with lake frontage.

**Section 15.** "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners and all other property designated by the Association for the common use and enjoyment of the owners, Including, but not limited to entrances, gates, fences, walls, irrigation, lighting, landscaping, recreation parks, playgrounds, swimming pools, commons, tennis courts, streets and footpaths, buildings, structures, and personal properties incident thereto, and other recreational amenities, lawns, green space, and easement areas.

**Section 16.** "Common Expenses" shall mean and include: a) expenses of administration, operation, management, repair or replacement of the Common Areas of the Subdivision, b) expenses declared common by the provisions of the Articles of Incorporation or Bylaws of the Association, c) all sums lawfully assessed by the Board, and d) expenses as provided in any duly authorized management agreement.

**Section 17.** "Conditions" shall mean and refer to specific requirements or obligations that property owners must fulfill as part of the covenants governing their property. These conditions may include restrictions on the types of structures that can be built, landscaping requirements, or guidelines for architectural design.

**Section 18.** "Covenants" shall mean and refer to legally binding promises or agreements made by property owners within a particular development or community. Covenants outline certain rules and regulations that property owners must adhere to regarding the use, maintenance, and alteration of their property.

**Section 19.** "Declarant" shall mean Fields Development Company, Inc.

**Section 20.** "Declaration" shall mean the Declaration of Covenants, Conditions, and Restriction for Deerfield Resort, as recorded with the Register of Deeds Office of Campbell County, Tennessee, including amendments thereto.

**Section 21.** "Developer" shall mean the same as "Declarant" as defined herein. Declarant/Developer shall cease to play a formal role in the Subdivision or the Association once it transfers ownership, operation, and management of the Association to its members.



**Section 22.** "Director" shall mean and refer to an individual who is elected by Owners to hold a position on the governing board of the Association having fiduciary duties to act in the best interests of the Association and its members and have the responsibility to participate in decision-making processes related to strategic direction, governance, policies, and oversight.

**Section 23.** "Eligible Voting Member" shall mean and refer to members who are current in payment of fees and assessments owed to the Association and not in violation of Association document, policies, or rules and regulations.

**Section 24.** "Law" shall include any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Tennessee, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time-to-time applicable to the Subdivision or to any activities on or about the Subdivision.

**Section 25.** "Lot" shall mean and refer to a designated parcel of land or airspace, as recorded with the Office of Register of Deeds of Campbell County, Tennessee, that is allocated for exclusive use by each owner, along with any associated rights, responsibilities, and restrictions. The term "Lot" encompasses the various types of property uses found within the Deerfield Resort community, which offers both residential and commercial uses as defined herein. Parcels that are reserved exclusively for use as septic fields, garage lots, and parcels too small for the construction of residential or commercial structures do not qualify as lots under this definition, and Common Areas owned by the Association are excluded from this definition.

**Section 26.** "Member" or "Members" shall mean and refer to owners of single-family residential, multifamily residential, or commercial property uses entitled to membership in the Association as provided in the Articles of Incorporation, this Declaration, and the Bylaws.

**Section 27.** "Member in Good Standing" shall mean and refer to a Member who is not delinquent with respect to the payment of any assessments, fees or other charges owing to the Association and who is otherwise not in violation of any provision of this Declaration, the Bylaws or rules, regulations, and policies of the Association.

**Section 28.** "Occupant" shall mean and refer to any individual who shall be an Owner, or if not an owner, the individual(s) who shall occupy or use any structure erected on any Lot.

**Section 29.** "Officer" shall mean and refer to an individual who holds a specific position within the Board, and typically include such positions as President, Vice Presidents, Secretary, and Treasurer. These individuals are responsible for specific functions related to governance and management of the Association.

**Section 30.** "Owner" shall mean and refer to the record owner according to a deed or other conveyance as recorded with the Office of Register of Deeds of Campbell County, and if more than one person or entity, then to them collectively, of the fee simple title to any lot, home, condominium, duplex, townhome, or airplane hangar which is a part of the Subdivision, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one owner.

**Section 31.** "Parcel of Land" is a contiguous plot of land described by a metes and bounds description.

**Section 32.** "Property" shall mean single-family residential, multifamily residential, and commercial uses included within the Subdivision and served by private streets.

**Section 33.** "Plat" shall mean those certain plats entitled "Deerfield Resort" and/or all areas included in the Boundary Map and served by private streets, as filed and amended by section at the Campbell County Office of Register of Deeds.

**Section 34.** "Private Streets" shall mean and refer to every way of access for vehicles which is not dedicated to the general public. The fact that a private street shall be known by the name of street, road, avenue, way, lane, place or other name shall in no way cause the particular street to be public in nature despite the fact that streets under general definitions are not private in nature.

**Section 35.** "Private Docks" shall mean a dock with a single owner in front of a single-family residential waterfront lot.

**Section 36.** "Property" shall mean single-family residential, multifamily residential, and commercial uses included within the Subdivision and served by private streets.

**Section 37.** "Record" or "Recorded" shall mean filed record in the Register's Office for Campbell County, Tennessee or such other place as from time to time is designated by law for providing constructive notice of matters affecting title of real property in Campbell County, Tennessee.

**Section 38.** "Restrictions" shall mean and refer to limitations placed on property use or activities within a certain development or community. These restrictions are designed to maintain a certain standard of living, protect property values, and preserve the aesthetic appeal of the neighborhood.

**Section 39.** "Special Assessment" shall mean and refer to an additional fee or charge levied by the Association to cover unforeseen expenses or to fund capital improvements or repairs within the Subdivision. These assessments are separate from regular dues or fees and are often imposed when additional funds are required for significant projects such as Common Areas maintenance, repaving roads, or upgrading community facilities.

**Section 40.** "Subdivision" shall mean a subdivision, planned unit or townhouse development, or similar planned development in which all land has been divided into two or more parts and is subject to restrictions that limit a majority of the land subject to the dedicatory instruments, excluding streets, common areas, and public areas, to residential used for single-family homes, condominiums, duplexes, hangar apartments, or townhomes; b) are recorded in the real property records of the county in which the residential subdivision is located; c) require membership in the Association that has authority to impose fees and assessments on Lots and parcels of land in the Subdivision as described herein; and d) identify areas for compatible and complementary commercial uses as defined herein. The Subdivision known as Deerfield Resort is surrounded to the east, south, and west by Norris Lake, and includes Lots that are accessed via the private

street network providing the single point of ingress and egress south of the intersection of S. Chapman Road and Alder Shore Lane.

**Section 41.** "Residential Development" shall refer to and mean lots designated for various residential uses, including single-family homes, condominiums, duplexes, hangar apartments, and townhomes.

**Section 42.** "Rules" or "Rules and Regulations" shall mean rules and regulations that members are required to observe in order to maintain property values and the desired quality of life. The Association shall from time-to-time adopt, promulgate, amend, revoke, and enforce these rules and regulations to govern the use, maintenance, and safety of the Common Area; and to provide guidelines for the building requirements and use restrictions. All Association rules and regulations shall be based on property authority supported by this Declaration, Association Documents, and state or local law.

## **ARTICLE II – MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Members.** The record Owner of a fee or undivided fee interest of any Property within the Subdivision shall be a Member of the Association; as defined, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Property within Deerfield Resort. Ownership of such Property shall be the sole qualification for membership.

**Section 2. Voting Rights.** The voting rights of the membership shall be appurtenant to the ownership of a Property, each Owner shall be a Member in the Association being entitled to one (1) vote for each type of individual Property owned, or as allowed for within this document. Owners of Parcels of Land shall be entitled to one (1) vote per Parcel of Land. The subdividing of said Parcel of Land into Lots will not provide the Parcel of Land owner with a vote for each Lot within the Parcel of Land, said owners shall maintain one (1) vote per Parcel of Land.

**Section 3. Members Right and Duties.** Each Member shall have the rights, duties, and obligations set forth in the Association Documents.

**Section 4. Transfer of Membership.** The Association membership of each Owner (including Developer) shall be appurtenant to the individual Property giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Property and only to the transferee of title to such Property. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Property shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

**Section 5. Secured Parties.** No individual or legal entity holding title to a Property as security for any debt or obligation shall be considered as Owner of such Property, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.



**Section 6. Voting Eligibility.** At every meeting of the Members, each of the Members shall have the right to cast a vote on each question. No Member shall be eligible to vote, either in person or via online process, or to be elected to the Board, who 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, and who is in violation of Association governing documents, policies, regulations, or guidelines.

### **ARTICLE III – HOMEOWNER ASSOCIATION**

**Section 1. Nonprofit Corporation.** The Association is a nonprofit Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, Bylaws, and this Declaration. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Officers and Directors of the Association shall be required to be Members of the Association.

**Section 2. Board of Directors.** A Board of the Association, and such Officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Articles of Incorporation, and the Association Documents. The Board shall, except to the extent specified membership approval shall be required by the Bylaws or by this Declaration, act on behalf of the Association in the implementation of this Declaration.

**Section 3. Duties.** The Association shall, in addition to such obligations, duties, and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties, and functions, subject to the provisions of this Declaration, to do and perform each and every of the following for the benefit of the Owners and for the maintenance, administration, and improvement of the Subdivision and its Common Areas.

- a) Enforcement. Take such action, whether or not expressly authorized herein or in any other governing instrument, as may reasonably be necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions, and other provisions of this Declaration, the filed and recorded Subdivision Plat, the Bylaws, Articles of Incorporation, and the other Association documents, rules, regulations, and policies, as adopted.
- b) Operation and Maintenance of Common Areas. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Areas, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Area; and to keep all improvements of whatever kind and for whatever purpose from time-to-time located thereon in good order, condition, and repair.
- c) Water and Other Utilities. To acquire, provide and/or pay for water, drainage, garbage disposal, electrical, telephone, gas, and other necessary utility services for the Common Area.
- d) Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property

owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that these taxes are paid or a bond insuring a payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration in as much as the interest of each Owner's Property is an interest in real property on a proportionate basis appurtenant to each type of ownership (single-family, multifamily, and commercial uses), that the value of the interest of each Owner in such Common Area shall be included in the assessment for each type of property, and as a result any assessment directly against such Common Areas should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various types of property owned.

- e) Insurance. To obtain and maintain insurance as provided for by either the Bylaws, this Declaration, or the mortgagee protective agreement referred to in later sections of this Declaration.
- f) Rule Making. To make, establish, promulgate, amend, and repeal the Association rules as provided for by this Declaration and the other Association Documents except as otherwise provided.
- g) Enforcement of Rules and Restrictions. To perform such other acts, whether or not expressly authorized by this Declaration, may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration, the Bylaws, and the Association Rules and Regulations.

**Section 4. Powers and Authority of the Association.** The Association shall have all of the powers of a nonprofit corporation organized under the laws of the State of Tennessee, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles of Incorporation, and Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including the following which are listed without intent to limit the foregoing grant.

- a) Assessments. To levy assessments on the Owners of Property and to enforce payment of such assessments, all in accordance with the provisions of this Declaration. Payment of condominium, duplex, or townhome fees do not apply to or deduct from Association fees.
- b) Right of Enforcement in Its Own Name. On its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any Deerfield Resort covenants, conditions, restriction, obligations or duties and to enforce, by mandatory injunction or otherwise, all the provisions of this Declaration, the Articles of Incorporation, and the Bylaws.
- c) Easements and Rights-of-Way. To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder: a) overhead or underground lines, cables, wires, conduit or other devices for the transmission of electricity

and for lighting, heating, power, telephone, television cables, radio and audio antennae facilities and for other appropriate purposes; b) public sewers, storm water drains and pipes, water system, sprinkling systems, water, heating and gas lines or pipes; and c) any similar public or quasi-public improvements or facilities.

- d) Real Property Purchase. To purchase property within the area included in the Boundary Map for use by the Association.
- e) Personal Property Purchase. To purchase personal property as necessary to manage and maintain the Association.
- f) Employment of Manager and Employees. To employ the services of any person or corporation as manager, together with employees, to manage, conduct, and perform the business, obligations, and duties of the Association as may be directed by the Board and to enter into contracts for such purpose. Such manager and employees shall have the right of ingress and egress over such portion of the Subdivision as is reasonably necessary for the purpose of performing such business, duties, and obligations.
- g) Mortgagee Protective Agreements. To execute and cause to be recorded from time-to-time agreements in favor of holders or insurers of mortgages secured upon portions of the properties. Such agreements may condition specified action, relevant to this instrument, of the activities of the Association upon approval by a specified group or number of mortgage holders or insurers. Actions and activities which may be so conditioned by such agreement may include, but shall not be limited to the following: a) any act or omission which seeks to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or any other real estate or improvements owned, directly or indirectly, by the Association for the benefit of any Owner; b) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against the Owners of Property; c) any act or omission which may change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance or exterior maintenance and improvements erected upon the Owner's Property, driveways, or the upkeep of lawns or plantings located upon the Owner's Property; d) failure to maintain specified fire and extended coverage insurance on insurable portions of the Common Areas; e) use of hazard insurance proceeds for losses to any improvement erected upon the Common Areas for other than the repair, replacement or reconstruction of such improvements; f) the failure to maintain kinds of insurance and amounts, from and covering risks as specified by such mortgage holders or insurers; g) permitting holders of specified mortgages on Property to jointly or singularly, pay taxes or other charges which are in default which may have become a charge against the Common Area, and to pay overdue premiums on hazard insurance lapse of any such policy for such property and permitting mortgagees making any such payments to recover the amount thereof from the Association.
- h) Right of Entry. Without liability to any Owner of Property, to cause its agents, independent contractors, and employees after reasonable notice, or without notice in the event of an emergency, to enter upon any Owner's Property for the purpose of enforcing any of the rights and powers granted to the Association in this Declaration, the Articles of Incorporation, and the Bylaws, and for the purpose of maintaining or repairing any portion of the Subdivision if for any reason whatsoever the Owner thereof fails to maintain it in



good condition and repair and so as to present an attractive exterior or appearance as required by the documents, or as reasonably required to promote or protect the general health, safety, and welfare of the residents and users of the Subdivision.

- i) Maintenance and Repair Contracts. To contract and pay for or otherwise provide for the maintenance, restoration, and repair of all improvements of whatsoever kind and for whatsoever purpose from time-to-time located upon or within the Common Areas or as required for exterior maintenance, sidewalks or Property clean-up in the event Owner fails to maintain as required.
- j) Insurance. To obtain, maintain, and pay for such insurance policies or bonds, whether or not required by any provision of this Declaration or any Bylaws, as the Association shall deem to be appropriate for the protection or benefit of the Association, the members of the Board, the members of any standing committee, their tenants or guests, including, but without limitation, fire and extended insurance coverage covering the Common Areas, liability insurance, worker's compensation insurance, and performance of fidelity bonds.
- k) Utility Service. To contract and pay for, or otherwise provide for, utility services, including, but without limitation, water, drainage, garbage, electrical, telephone, and gas services.
- l) Professional Services. To contract and pay for, or otherwise provide for the construction, reconstruction, repair, replacement or refinishing of any roads, paths, drives or other paved areas upon any portion of the Subdivision not dedicated to any governmental unit.
- m) Protective Services. To contract and pay for, or otherwise provide for fire, security, and such other protective services as the Association shall from time-to-time deem appropriate for the benefit of the Subdivision, the Owners and their Occupants or guests.
- n) General Contracts. To contract and pay for, or otherwise provide for such materials, supplies, furniture, equipment, and labor as and to the extent the Association deems necessary.
- o) Liens. To pay and discharge any and all liens from time-to-time placed or imposed upon any Common Areas on account of any work done or performed by the Association and the fulfillment of any of its obligations and duties of maintenance, repair, operation, or administration.
- p) Policies, Rules, and Regulations. To establish the policies, rules, and regulations necessary to manage and enforce this Declaration and the Bylaws.

## ARTICLE IV – ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner for any Property, by said acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to Covenant and agree to pay: a) the initial assessment, b) annual assessments or charges, c) special assessments for capital improvements or losses, or for failure to maintain and repair, and d) other assessments as determined by the Board, such assessments

to be established and collected as hereinafter provided. If assessments are not paid, each such assessment together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for the delinquent assessment shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated from personal liability.

**Section 2. Annual Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of Property; the improvement, operation, and maintenance of the Common Area; the duties and exercise of the powers of the Association; the payment of the proper expenses of the Association and all costs incurred in the performance by the Association of its duties, and the establishment of reasonable reserves for the maintenance, repair, and replacement of Common Areas. Annual Assessments levied by the Association for each year shall be adequate to finance the operation and activities of the Association, to satisfactorily maintain the Common Area, and maintain adequate repair and replacement reserves.

**Section 3. Special Assessments.** In addition to the annual Assessment authorized above, the Association may levy in any calendar year, a Special Assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

**Section 4. Rate of Annual Assessment.** Annual Assessments must be fixed at a uniform rate for all Owner Property types, including single family, multifamily, and commercial uses, and may be collected on a monthly, quarterly, or yearly basis or otherwise at the discretion of the Board.

**Section 5. Date and Commencement of Annual Assessments.** At least thirty (30) days in advance of each annual Assessment, the Board shall fix the amount of the annual Assessment of every Owner subject thereto. Written notice of such Assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each annual Assessment, but failure to fix or to notify shall not constitute a waiver of this right or of Owner's obligation to pay. The due date shall be established by the Board.

**Section 6. Assessment Certificate.** The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an Officer of the Association setting forth when the Assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of the Assessments on a Property is binding upon the Association as of the date of its issuance.

**Section 7. Effect of Non-Payment of Assessments, Remedies of the Association.** Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate determined by the Board or highest rate allowed by state law, whichever rate is less, and there shall be a lien against the Property, and shall further be the personal obligation of the person owning the Property at the time the Assessment comes due. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Area or abandonment of the Property.

**Section 8. Subordination of the Lien to Mortgages.** This transfer and conveyance, and the lien for Common Expenses payable by an Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a recorded First Mortgage or Deed of Trust on the interest of such Owner of Property, regardless of whether the First Mortgage or Deed of Trust was recorded before or after this Declaration , except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the Mortgagee or Beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. For purposes of this section, a sale or transfer of a Property shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title.

**Section 9. Exempt Property.** All property dedicated to and adopted and accepted by a local public authority shall be exempt from the Assessments created herein.

**Section 10. Mortgage Protection Clause.** No breach of the Covenants, Conditions, or Restrictions herein contained for the enforcement of any lien provisions herein shall defeat or render invalid the lien of any prior mortgage given in good faith and for value, but said Covenants, Conditions, and Restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or other judicial sale or in lieu of such of any prior mortgage.

**Section 11. Owners Shall Indemnify.** Each Owner shall indemnify and hold harmless each of the other Owners and the Association from any liability arising from the claim of any lien claimant or judgment debtor against the Property of any other Owner or of the Common Area. The Association or any affected Owner may enforce this obligation which includes reasonable costs and attorney fees in the manner of a special assessment or by action at law including all rights granted to the Association.

## **ARTICLE V – REVIEW COMMITTEE**

**Section 1. Architectural Review Committee Membership.** There is hereby established an Architectural Review Committee ("ARC") which shall be responsible for the establishment and administration of the Architectural Guidelines to carry out the purposes and intent of these Declarations. The ARC shall be composed of three (3) persons of which a minimum of two (2) must be Members who are in good standing with the Association. All of the Members of the ARC shall be appointed, removed, and replaced by the Board. The ARC is the only standing committee of the Board that has perpetual existence. A member of the ARC shall serve as a liaison to the Board.

**Section 2. ARC Purpose.** The ARC shall review, study, and either approve, approve with conditions, or reject proposed improvements on Residential or Commercial property within the Subdivision, all in compliance with these Declarations and as further set forth in the Architectural Guidelines adopted and established from time-to-time by the ARC and approved by the Board.

**Section 3. ARC Review.** No improvements shall be erected, placed, or altered on any Residential or Commercial property within the Subdivision, nor shall any construction be commenced until plans for such improvements shall have been approved by the ARC; provided,



however, that improvements and alterations which are completely within a building may be undertaken without such approval.

**Section 4. Appeals.** The actions of the ARC in the exercise of its discretion by its approval with conditions or disapproval of plans or other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties subject to appeal as provided in the Bylaws.

**Section 5. Approved Builders.** Licensed general contractors in the State of Tennessee holding adequate Workman's Compensation and Liability Insurance as required by ARC may be authorized to construct buildings within Deerfield Resort and shall be added to the "Approved Builders" list at the discretion of the ARC and approved by the Board. Furthermore, they shall not have been removed from the Approved Builders list for ARC infractions. In no case does Declarant, the Association or their agents accept any liability for the workmanship of these builders.

## **ARTICLE VI – SUBDIVISION LOTS, ALTERATION, AND INFRASTRUCTURE**

**Section 1. Property Subject to Declaration.** That certain real property in the Subdivision, the Boundary Map, the Plats or maps of which are on file and of record in the office of the Campbell County Register of Deeds; and which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration; and which is within the boundary of the Subdivision known as Deerfield Resort which is surrounded to the east, south, and west by Norris Lake, and includes Lots that are accessed via the private street network providing the single point of ingress and egress south of the intersection of S. Chapman Road and Alder Shore Lane.

**Section 2. Additions to Existing Subdivision.** Additional lands situated in Campbell County, Tennessee, as well as any other lands hereafter acquired by the Association and adjacent to the Subdivision and accessed through the existing road network shall become subject to this Declaration, if annexed into the Subdivision. It is the Association's sole determination as to whether requested additions to the existing Subdivision will be granted. The Association shall make said determination based on the anticipated enhancement to the Subdivision versus the impacts to community infrastructure, while protecting and preserving its values, desirability, character, and attractiveness. Any additions will require an affirmative vote by the majority of the Members of the Association.

**Section 3. Supplemental Declarations.** Subdivision additions may contain such complementary additions and modifications of the Covenants, Conditions, and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplemental Declarations revoke, modify or add to the Covenants, Conditions, and Restrictions established by this Declaration or any Supplemental Declaration with respect to the then existing Subdivision. All additions are subject to the approval of the Association.

**Section 4. Infrastructure Limitation on Additions.** The Association may permit future Subdivision additions that are adequately supported by roadway and utility infrastructure networks (i.e., electric, gas, water). All additions are subject to the approval of the Association.

Infrastructure and Common Area additions shall become subject to Association approval and to the requirements of this Declaration.

## **ARTICLE VII– EASEMENTS AND COMMON AREA**

**Section 1. Subdivision Entrance.** The Common Areas or easement areas at the entrance to the Subdivision shall be restricted for the purpose of constructing and maintaining any necessary Subdivision entrance signs, and for the construction of a security building, fence, and landscaping. The security building shall be used by Association employees charged with monitoring, registering, and granting access to resident and visitors requesting access to the Subdivision. The Association shall be responsible for the cost of maintaining and/or replacing said sign or signs, structures, fencing, and landscaping located at the entrance to the Subdivision.

**Section 2. Easements for Utilities.** Easements for installation of utilities and drainage facilities are reserved as shown on the Recorded Plat and as set forth herein or as required by later amendments. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements. All utility access and placement must be approved by the Association for all Lot and uses. Where possible, existing easements may be honored but must be documented on the Property's deed and filed or Recorded Plat.

**Section 3. Common Areas.** The Common Areas, if any, as shown on the Plat, Boundary Map or added subsequent to filed or Recorded Plat shall be conveyed to the Association in fee simple for the use, enjoyment, and convenience of all Owners. Each Owner is hereby declared to have, subject to the provisions of this Declaration, a non-exclusive easement over all the Common Areas for the benefit of property owners, for appropriate intended purposes and uses, subject to the right of the Association to adopt reasonable Rules and Regulations for such use. In furtherance of the establishment of this easement, the individual grant deeds and mortgages to each Property may, but shall not be required to, set forth the foregoing easement. Except as otherwise provided for by this Declaration, the Common Area may be alienated, released, transferred, or otherwise encumbered only with the written approval of all Members.

**Section 4. Use of Common Areas.** The Common Areas shall be used only for the furnishing of the services and facilities for which the same is reasonably suited. The improvements located on the Common Areas shall be used only for the intended purposes. Except as otherwise expressly provided in this Declaration, no Owner shall make any private, exclusive, or proprietary use of any of the Common Areas.

**Section 5. Street Design.** All streets within the Subdivision are private and designed for use by Owners, Occupants, and their guests and shall be owned and maintained by the Association.

**Section 6. Association Functions.** There is hereby reserved to the Association and its duly authorized agents, representatives, and managers such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration.

**Section 7. Ingress and Egress.** The Association or its duly authorized agents, representatives, and managers and Owners, Occupants, and their families, visitors, or service providers may use the roadway network in the Subdivision to access their Property and travel within the community.

**Section 8. Covenants Running with Land.** Each of the easements provided for in this Declaration shall be deemed to have been established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owner's Property and Common Areas as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Subdivision which is the subject of this Declaration.

**Section 9. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Owner's Property, subject to the following provisions. No conveyance or encumbrance of the Common Area shall prevent any Owner from using the Common Area for ingress and egress to their Property.

- a) The right of the Association to suspend any enjoyment rights of any Member for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations;
- b) The right of the Association to provide for and establish easements and rights-of-ways on all streets, and to regulate parking, motorized and non-motorized vehicular traffic, and to maintain the private streets, drains, landscaping and drainage within the Subdivision;
- c) The right of the Association, in accordance with its Article of Incorporation, this Declaration, and the Bylaws, to borrow money for the purpose of improving the Common Area which the Association is to maintain; and
- d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, transfer or mortgage shall be effective unless approved by a vote of the membership; and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of such dedication or transfer.

## **ARTICLE VIII – MAINTENANCE AND REPAIR**

**Section 1. Association Responsibilities.** The Association shall provide and pay for all maintenance and expenses for the Common Area including private roads, landscaping, maintenance, irrigation, lighting, property taxes, insurance and utilities for the Common Area, and management fee to maintain said area. The cost of maintenance or repairs to and replacements to the Common Areas shall be part of the Common Expenses, subject to the Bylaws, this Declaration, and the Rules and Regulations of the Association. The Association may also contract for maintenance of the individual yards on each Property in the Subdivision.

**Section 2. Property Owner Responsibilities.** Each Owner Property shall be responsible for all interior and exterior maintenance, painting, repair and upkeep on their Property and the



improvements thereon. Additionally, all landscaping, plants, shrubs, driveways, walks, yards, etc. shall be maintained in a neat, orderly condition and in a good state of repair and maintenance. In the event an Owner of Property in the Subdivision shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association, then the Association shall have the right, though not an obligation, through its agents and employees, to enter upon said Property and to repair, maintain, or restore the Property and the exterior of the building and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Property is subject.

## **ARTICLE IX – BUILDING GUIDELINES AND REQUIREMENTS**

**Section 1. Required Approvals.** All construction shall meet State of Tennessee and Campbell County building and health codes. No structure, including but not limited to residence, detached garage, outbuilding, fencing, aircraft hangar, commercial building or retaining wall shall be commenced, created, or maintained within the Subdivision without required reviews, approvals, and permitting. All construction and building renovation shall require the review and approval of the Association in advance of review by local government and commencement of construction activities.

**Section 2. Building Guidelines.** The Association, as approved by the Board and the ARC, shall develop and from time-to-time update building guidelines detailing at a minimum the following: the type, design, dimensions, and materials of all buildings, as well as building placement on Property.

**Section 3. Types of Buildings.** Each Property shall be used for the purpose and include the type of structure as identified on the filed and Recorded Plan or Plat, including single family, townhome, condominium, duplex, or commercial uses.

**Section 4. Square Foot Minimums.** The minimum square footage requirements are summarized below by building type.

- a) Single-Family Detached, Condominium, Townhome, and Duplex Uses. The floor area of the main dwelling (exclusive of porches, decks, basements, and garages) shall be no less than: a) one thousand four hundred (1,400) square feet for a ranch-type dwelling; b) two thousand (2,000) square feet for a two-story dwelling with a first-floor master bedroom, and c) two thousand two hundred (2,200) square feet for a two-story dwelling.
- b) Aircraft Storage Use. Aircraft hangars shall be no less than two thousand five hundred (2,500) square feet.
- c) Commercial Use. Commercial structures will be approved by the Association via the ARC and Board and the size of the structure will be reviewed, approved or rejected on a case-by-case basis.
- d) Lot Size. No single-family residence Lot size may be smaller than one-half acre or 21,780 square feet.

**Section 5. Commercial Property Use.** The Subdivision is a neighborhood designed for residential use. Commercial uses are intended to be compatible with, complementary to, and in support of residential use within a lake resort community and are restricted to the areas identified on the map attached as Exhibit B – Commercial Property. Except as included in Exhibit B, no other properties may include commercial uses. All properties not included in Exhibit B shall be deemed to be residential. The types of uses contemplated in commercial areas include boat, trailer, camper, and motorhome storage, docks, boat repair, marina, boat sales, office, restaurant, shopping, airport, and golf course. No development within commercial areas may be constructed without prior review and approval by the Association. No multifamily commercial building shall be developed as for rent. Businesses within commercial use areas may operate until 11:00 PM Eastern Time.

**Section 6. Commercial Docks.** Commercial Docks may be accessed through commercial, condominium, townhome or common area Lots as approved by the Association and state and federal permit-granting agencies and may not block water views of private Lot owners. All commercial docks are for temporary or monthly rental of Subdivision Owners.

**Section 7. Preservation of Natural Environment.** The Subdivision is a neighborhood located in the Great Smoky Mountain foothills and planned to respect and complement the natural beauty of the area. The improvements have been designed to preserve wooded areas and topographical features to the extent consistent with sound and prudent planning. The sense of community will be created by street amenities, entrance monuments, and other architectural features, all designed to enhance a feeling of spaciousness and rustic harmony with the natural environment. Every effort shall be made to maintain existing trees and vegetation. Builders should consult with landscape professionals in order to minimize the impacts on the natural surroundings. Existing trees should be preserved wherever possible and shall be protected against cut and fill activities. Architects and builders are encouraged to respect the natural assets of each particular building site, and to utilize these assets to enrich home design.

**Section 8. Completion of Construction.** Upon completion of the construction of a new single-family home, 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 that die shall be promptly removed from such Lots. The Association, at its option and discretion, may mow and have dead trees and debris removed from such Lots and the Owner of such Lot shall be obligated to reimburse the same for the cost of such work should he refuse or neglect to comply with the terms of this paragraph. 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 single-family residence improvements.

## **ARTICLE X– USE, BUILDING, AND PROPERTY RESTRICTIONS**

The following restrictions are in addition to the restrictions and conditions on Property usages aforementioned:

**Section 1. Residential Use.** All residences shall be used for single-family residential purposes exclusively. Renting or leasing a residence shall not be considered a business or business activity.

**Section 2. Lot Ingress/Egress.** Driveways shall be paved with concrete, asphalt or other material approved by the Association to ensure loose aggregate does not spread to roads or Common Areas and must be completed within one year from the date of completion of the dwelling. Storm water run-off from paved surfaces must be disposed of within the boundaries of the Owner's Property.

**Section 3. Garages and Accessory Buildings.** A private garage may be built separately or attached to and made part of the dwelling but must be made of the same materials and conform in construction and style with the dwelling. The garage itself may not be used as a residence, either temporarily or permanently; however, a guest apartment attached to the garage or over the garage, and meeting code requirements, may be permitted. Any detached garage or other accessory building shall not exceed two (2) stories in height and shall be subject to the pre-approval of the Board or the ARC. No garage shall contain room for more than three (3) cars without approval by the Board. Any accessory building must be in compliance with local building codes as approved by the controlling governmental authority. Accessory buildings must be site built; preassembled accessory buildings shall not be permitted. Notwithstanding the foregoing, pre-fabricated wood storage buildings that match the color of the siding on the main residence shall be permitted.

**Section 4. Culverts.** All driveway crossings shall have a durable culvert pipe of not less than fifteen (15) inches installed by Owner during construction; driveways must be maintained in a manner which will not allow dirt, mud, sand, water, debris, or other materials to be carried onto Common Areas or adjacent Property.

**Section 5. Setbacks and Building Location.** No building, or part thereof, shall be erected on any Lot closer than twenty (20) feet to the front boundary line located on private street or closer than ten (10) feet to any side line. When the building is located on more than one Lot, Board approval is required to assure affected properties are owned by the same Owner. No buildings or structures of any sort are to be constructed or placed on any easement or right-of-way.

**Section 6. Variance.** No zoning variance shall be authorized, granted or approved by the Declarant or the Association. All zoning variance approvals shall be administered through the local municipality requiring notice to affected adjacent Property Owners and a public hearing. Property Owners seeking municipal zoning variance approval are required to seek Association approval in advance of application to the local municipality.

**Section 7. Outbuildings.** Any separate storage building, workshop or other incidental outbuilding is allowed provided that the architectural style, quality of construction and building materials are consistent with the appearance of the main residence structure and approved by the Association prior to construction. No buildings or structures of any sort may be constructed or placed on any easement or right-of-way.

**Section 8. Exterior Walls.** Outside walls of any structure or dwelling on any Lot shall be of new materials consisting of wood, stone, stucco, brick, vinyl, or fiber cement board. Houses built entirely of exposed unfinished concrete are prohibited. The foundation on any building or residence shall be decorative poured concrete, or shall be covered on all sides with brick, stone, or stucco. Exposed standard style concrete blocks are prohibited.

**Section 9. Prefabricated/Manufactured Homes.** All residences must be constructed on the subject premises. New, used or pre-owned prefabricated or manufactured homes constructed elsewhere must be pre-approved by the Association. Homes permanently attached to a chassis for transport are prohibited.

**Section 10. Aircraft Hangars.** Airplane hangars may have an apartment if approved by the Association and if it meets all applicable State of Tennessee and Campbell County building and health codes. New hangars must be consistent with those already constructed and must have an aircraft hangar door and person door. Unfinished airplane hangars may not be used as a permanent or temporary residence.

**Section 11. Hangar Lots.** Airport hangar lots must be used for airplane storage unless otherwise approved in advance by the Board and ARC.

**Section 12. Subdividing Property.** No Lot or Parcel of Land in the Subdivision shall be further subdivided or have constructed thereon more than one residence without the prior approval of the Association.

**Section 13. Completion of Construction.** Any building constructed on any Lot in the Subdivision shall be completed within one year from the beginning of construction.

**Section 14. Contractor Damages** Owners are required to notify contractors that they are responsible for damage to roads, adjacent properties, and utility easements. Subdivision access and construction staging shall be coordinated with and approved by the Association.

**Section 15. Commercial Vehicles.** All commercial vehicles must register with the Association to access private streets. No semi-trucks are permitted on Subdivision streets without Board approval.

**Section 16. Vacation Rentals.** Any short-term rental properties must be registered with Campbell County and have a Business Tax License as required by State of Tennessee and Real Estate Commissioner of Tennessee. This does not apply to any rental properties that are listed with a licensed vacation property agent (Example: VRBO, Deerfield Vacation Rentals) provided the agent or agency maintains the required qualifications. The Association must be notified that the Owner's residence is a rental property.

**Section 17. Nuisance.** No obnoxious or offensive activity of any kind shall be engaged in on any Lot, Parcel of Land, or Common Area. Nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort, and health of the Owner or Occupant of an adjacent neighboring residence. There shall be no loud and/or offensive noise after 11:00 PM. Owners are responsible for the actions of guests, visitors, and renters.

No portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Moreover, no substance, thing, or material shall be kept upon any portion of the Subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the



Subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Subdivision.

**Section 18. Animals.** The maintenance, keeping, boarding, or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within a Lot, residence, the Subdivision or Common Areas, except for the keeping of a guide animals and orderly domestic pets (i.e., dogs, cats or caged birds). All pet owners are to abide by the State of Tennessee leash laws. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently banned from the Subdivision with ten (10) days written notice from the Association. Any Owner or Occupant who keeps or maintains any pet upon any portion of the Subdivision shall be deemed to have indemnified and agreed to hold the Association, each Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Subdivision.

**Section 19. Hunting/Weapons Discharge.** Trapping, hunting, or discharge of firearms, bows, crossbows, or other similar devices is not permitted within the Subdivision unless approved by the Association.

**Section 20. Signage.** No sign of any kind shall be displayed to public view on any Property except: (a) one sign of not more than three square feet advertising the Lot for sale. Any other sign must be approved by the Association.

**Section 21. Temporary Structures.** No temporary building, mobile home, trailer, tent or storage shed placed upon a Lot shall be used at any time as a residence, temporarily, or permanently before, during or after construction. Temporary structures related to construction activity may be permitted with the prior approval of the Association or the ARC appointed by the Board.

**Section 22. Obstruction of Common Areas.** No person shall obstruct any of the Common Areas or otherwise impede the rightful access of any other person on any portion of the Subdivision upon which such person has the right to be. No person shall place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Areas except with the prior approval of the Board.

**Section 23. No Trade or Business.** No trade or business of any kind may be conducted in or from any Property or dwelling unit except for those identified as commercial. Exceptions to this restriction are a) the existence of the operation of a business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Property or dwelling unit, and (b) the activity does not cause any disturbance to adjacent or neighboring Properties.

**Section 24. Fencing.** All fencing and walls must be attractive and consistent with the color and materials used on the main dwelling and must be approved by the Board. Barbed wire or commercial chain link fences are not permitted.

**Section 25. Swimming Pools, Hot Tubs, Spas or any such structure.** No building, structure or in-group pool shall be erected, altered, placed or permitted on any Property except as allowed by written permission by the ARC. In-ground swimming pools must be installed in accordance with any and all local codes and zoning requirements. No above ground pools shall be permitted. All pools must have lockable fencing and must be kept locked when not occupied. Plans for pools, fencing, and landscaping must be approved by the Board.

**Section 26. Automobiles, Recreational Vehicles, Boats, Travel Trailers, ATV's, Utility Vehicles Golf Carts.** Parking of boats, boat trailer, watercraft, utility vehicles, utility trailers, ATV's, and all recreational vehicles is permitted provided that these vehicles are parked in an area that will not be visible from any road or adjoining property or parked in a designated maintained parking area on the property with prior approval from the Board. Such areas shall not detract from the aesthetics of the Property or adjoining Properties. Commercial trucks, tractors, and construction/heavy equipment shall be parked inside of an appropriate structure or in designated areas identified and approved by the Board.

**Section 27. Inoperable Vehicles.** No vehicle in inoperable condition shall be stored on any Property for a period in excess of ten (10) days unless the same is in an enclosure or garage and completely out of view.

**Section 28. Operating Recreational Vehicles.** Operators of any recreational vehicles such as golf carts, ATV's, Side-by-Sides, Gators, Mules and other off-road vehicles are governed by applicable State of Tennessee Law for operating a motorized vehicle on a public thoroughfare. Generally, this means the operator must be 15 years or older and have a valid driver's license, or learners permit. Owners of such vehicles who allow children younger than 15 to operate such a vehicle, accompanied or unaccompanied, accept full liability for any incident involving the vehicle. All vehicles shall be operated in a safe and courteous manner. Operator shall not exceed the established speed limit in the Subdivision, obey all stop and warning signs, and observe road conditions.

**Section 29. Speed Limit.** The speed limit on Subdivision's roads is 25 mph.

**Section 30. Garage and Yard Sales.** Garage and yard sales are not permitted.

**Section 31. Vendor and Craft Fairs.** Vendor and craft fairs may be held within Common Areas or with permission within designated commercial areas. Such activities must be coordinated and approved by the Board.

**Section 32. Fireworks.** No fireworks are permitted within the Subdivision, with the exception of professional shows which must be approved by and coordinated with the Board.

**Section 33. Vehicle ID:** All vehicles belonging to Owners shall have an affixed identification sticker on the windshield. Visitors, guests and renters entering the Subdivision must have Owner's permission. Owner or rental representatives shall provide temporary vehicle identification for these temporary guests. All other vehicles shall receive temporary entrance permits issued by the security guard at the entrance security building, displayed on the dashboard while at the Subdivision, and returned to the security guard when departing. The Association may establish parking and visitor passes policies, including fees charges, for visitors to the Subdivision.

**Section 34. Rules for the Airport.** There shall be no walking or vehicle operation of any type on the runway except during planned maintenance. All people visiting the airport must use extreme caution when crossing the runway as landing aircraft are very difficult to see and are traveling at high rates of speed. Pedestrians must look both ways before crossing the runway. Cars shall only be parked in designated areas. No vehicles are to be parked on taxiways or any areas which will block or impede taxiing aircraft. The Association will work with airport Property Owners to develop rules and regulations for safety, maintenance, and operation.

**Section 35. Underground Houses.** Underground houses are prohibited.

**Section 36. Garbage and Refuse Disposal.** No Property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All garbage cans shall be sealed to prevent the attraction of animals and shall be screened by adjacent planting or fencing so as to conceal from view of streets or adjacent Property Owners. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

**Section 37. Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of the Common Area or Property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**Section 38. Alterations.** Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association. No landscaping shall be altered or disturbed on the Common Area without prior written approval of the Board.

**Section 39. Rules of the Common Area.** The Board is authorized to adopt rules for the use of the Common Areas and such rules shall be furnished in writing to the Owners. All such use of the Common Areas shall be subject to said rules as adopted.

**Section 40. Repair of Vehicles.** No vehicles of any type shall be parked upon any Property or in the vicinity of any residence or in the common area for purposes of accomplishing repairs thereto. Inoperable vehicles must be parked in a garage or otherwise removed from the vicinity of any residence or the Common Area within five (5) days. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being repaired.

**Section 41. Prolonged Parking.** There shall be no prolonged outside parking of any vehicle, including commercial and recreational vehicles, camping trailers, utility trailers, boats, cars, and motor homes on any Lot, street, or Common Area. For purposes of this section only, prolonged parking shall be defined as parking of a vehicle in excess of 72 hours at a time; provided, however, that noncommercial operable vehicles may be parked in driveways. Prolonged outside parking of any type of vehicle as well as utility trailers is prohibited on any Lot, street, or Common Area when such interferes with the esthetic quality of the Subdivision. All such vehicles must be placed in the Owner's garage or stored at an off-site location or stored on a concrete pad behind a fenced privacy area that prevents the vehicle from being seen from the street. The Association shall have absolute discretion, power, and authority to determine if this restriction is being violated, to allow variances, and to require conditions on such permitted use.

**Section 42. Lighting.** All exterior lighting shall be consistent with the character established in the Subdivision and shall be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to uplighting or downlighting and the style and type of lighting shall be compatible with the building design and materials. No color lens or lamps are allowed.

**Section 43. Alterations to the Land.** No drainage ditches, cuts, swales, streams, impoundments, ponds; no mounds, knolls, dams or hills, and no other physical improvements or elements of the landscape or terrain of the Lot are allowed to be done without the prior written consent of the Association.

**Section 44. Antennas and Satellite Dishes.** Without prior written approval and the authorization of the ARC, no exterior television or radio antennas of any sort shall be placed, allowed, or maintained upon any portion of the improvements to be located upon any Property nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna. No Large satellite dishes will be permitted unless approved by the Association or the ARC. Mini dishes (24 inches or smaller) will be allowed if not visible from the street and are contained within the fenced area in the rear portion of the Property.

**Section 45. Recreational Equipment.** No metal recreational equipment (including but not necessarily limited to playground equipment, trampolines, swings, and the like) shall be permitted unless approved by the Association or the ARC.

**Section 46. Lawn Accessories and Flags.** Holiday decorations during the holiday seasons shall be permitted but shall be removed after holiday season. A Lot owner shall be permitted to fly Flags, provided that it is properly displayed via a flag holder attached to the residence or flagpole no taller than 25 feet. The flag must be maintained in good repair.

**Section 47. Propane or Gas Tanks.** Propane or other gas tanks with a capacity greater than 120 gallons must be installed in ground. All other propane or other gas tanks with a capacity of 120 gallons or less may be above ground provided that they are completely hidden from sight with landscaping or a fence, which must be approved by the ARC.

**Section 48. Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

**Section 49. Governmental Laws.** No portion of the Subdivision shall be used, in whole or in part, in violation of any applicable local, state, or federal laws, statutes, regulations, codes, or ordinances. In the event that any provision of applicable governmental laws conflicts with the provisions of this Declaration, the more restrictive provision shall apply.

**Section 50. Drainage and Septic Systems.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person or Property Owner may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems shall be approved and permitted per authorized government authority.



**Section 51. Subdivision of Lot.** No Lot shall be subdivided or its boundary lines changed except with the prior written approval of (a) the Board of Directors of the Association, whose approval shall not be unreasonably withheld or delayed, and (b) the local governmental authorities. Any such division, boundary line change, or replating shall not be in violation of the applicable subdivision and zoning regulations. All Lot splits must be pre-approved by the Association prior to zoning review and approval.

**Section 52. Air-Conditioning Units.** No window air conditioning units may be installed.

**Section 53. Energy Conservation Equipment.** No solar collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

**Section 54. Occupants Bound.** All provisions of this Declaration, the Bylaws and of any Rules and Regulations or use restrictions promulgated pursuant thereto that govern the conduct of Owners and that provide for sanctions against Owners shall also apply to all Occupants, guests and invitees of any Property. Every Owner shall cause all Occupants to comply with this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Area caused by such Occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws, and Rules and Regulations adopted pursuant thereto. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid in a timely fashion, then the fine may be additionally levied against the Owner.

## **ARTICLE XI— INSURANCE**

**Section 1. Casualty Insurance.** The Association shall keep all insurable improvements and fixtures on the Common Area insured against loss and damage by fire for the full insurable replacement cost thereof, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable as well as a general liability insurance policy covering all Common Areas with coverage for bodily injury or property damage for any single occurrence as well as coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party. All policies shall include language that indicates that the policy may not be cancelled or substantially modified without ten (10) days written notice to all insureds including the mortgagees, if any. The Association shall also insure any other property whether real or personal, owned by the Association, against loss or damage by fire or casualty and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. All casualty, liability, and fidelity bond coverage shall be in such manner and in such amount as required by the Federal National Mortgage Association (FNMA) requirements. Any insurance coverage with respect to the Common Area or otherwise shall be written in the name of, and the proceeds thereof, shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all such insurance carried by the Association are Common Expenses included in the common assessments made by the Association.

**Section 2. Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace same from the insurance proceeds as available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment to all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds.

**Section 3. Other Insurance.** The Association may also maintain and pay for insurance policies or bonds that are appropriate for the protection and benefit of the Association, members of the Board and any standing committee, tenants or guests, including, but without limitation, workers compensation, malicious mischief, and performance of fidelity bonds.

**Section 4. Annual Review of Policies.** All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of property which may be damaged or destroyed.

**Section 5. Hazard, Flood, Homeowners, and Fire Insurance.** Each Owner shall obtain and maintain in effect fire and appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each residence and improvement owned by such Owner. Such additional insurance requirements may be set forth in agreements or other undertakings which the Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the Subdivision.

**Section 6. Owner's Obligation to Repair and Restore.** Subject only to the rights of an institutional holder of the first mortgage lien on the damaged Property, insurance proceeds from any insurance policy covering a Property shall be first applied to the repair, restoration, or replacement of such residence. Each Owner shall be responsible for the repair, restoration, or replacement of each residence owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and in currently generally accepted design criteria) be generally harmonious with the other Subdivision residences, and reconstruction must be consistent with plans approved by the ARC. Such repair and restoration will be commenced as soon as possible. If the proceeds of insurance are insufficient to pay for the cost of repair, restoration, or replacement of a residence or improvement, the Owner of such residence shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.

## **ARTICLE XII – GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the Covenants, Conditions, Restriction, reservations, liens and charges now or hereafter imposed by this Declaration. The expense of enforcement, including but not limited to damages, attorney fees, and costs, shall be chargeable to the Owner of the Property violating the provisions hereof and shall constitute a lien on the Property collectable in the same manner as an assessment. Failure by the Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event constitute a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these Covenants, Conditions, Restriction, reservations, liens or charges by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Binding Effect and Amendment.** The Covenants, Conditions, Restrictions, and reservations of easements contained in this Declaration or any one of them, shall be to the benefit of each Owner of Property, their heirs, successors and assigns and shall run with and bind the land from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by the Property Owners in writing or by a majority vote at the annual Association meeting. Any amendment to this Declaration must be recorded with Campbell County, Tennessee

**Section 4. Right to Amend Documents.** Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Association for the purpose of eliminating or correcting any typographical or other inadvertent errors herein, eliminating or resolving any ambiguity herein; making nominal changes, clarifying the Association's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on property; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or the Common Area. Each Owner and his mortgagees, by acceptance of a deed to a deeded property or a mortgage encumbering such as a parcel of property, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by the Association as provided in the immediately preceding sentence.

### **ARTICLE XIII – MISCELLANEOUS**

**Section 1. Notices.** Any notice required or permitted to be given to an Owner or occupant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association. This notice will first be provided by electronic mail.

**Section 2. Document Construction.** The Board shall have the right to construe the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefitted or bound by the provisions of this Declaration.

**Section 3. Personal Liability.** Nothing in this Declaration or the Bylaws, or any Rules or Regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board or any officer of the Association acting in their capacity as such, for the maintenance, repair or replacement of part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct. Each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an Officer or Director, or both, from any liability for injury or damages to such member or Owner or to such Member's or Owner's property and covenants not to initiate

any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited to the amount of insurance.

**Section 4. Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

#### **CERTIFICATION OF ADOPTION OF DECLARATION**

The foregoing Declaration of the Corporation has been duly adopted by action of the Board of Directors of the Corporation pursuant to the laws of the State of Tennessee.

ADOPTED AND APPROVED by the Board of Directors on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Deerfield Resort Homeowners Association, Inc.**

\_\_\_\_\_  
President, Deerfield Resort Homeowners Association, Inc.



**ACKNOWLEDGEMENT OF CORPORATION**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of \_\_\_\_\_, the within named bargainor, a corporation, and that such president or officer as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as \_\_\_\_\_.

Witness my hand and seal, at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_