

**MASTER DEED AND DECLARATION OF COVENANTS
THE LODGES AT REEDMONT**

(A Planned Unit Development Pursuant to T.C.A. §66-27-103)

THIS MASTER DEED AND DECLARATION OF COVENANTS is made and executed this 3rd day of January, 2023, by Lodges at Reedmont, GP, a Tennessee General Partnership, ("Developer"), for itself, its successors, grantees and assigns.

WITNESSETH:

WHEREAS, the Developer is the fee simple owner of a parcel of land ("Property") situated in the Seventh (7th) Civil District of Sevier County, Tennessee, more particularly described and depicted on the Final PUD Plat for Phase 1 of "The Lodges at Reedmont" by Civil and Environmental Consultants, Inc. of record at P46, Page 35 in the Register's Office of Sevier County, Tennessee, a copy of which is attached hereto as Exhibit A. The Property shall further include future phases and development of the 113.147 acre tract shown as future development and remaining lands on said plat; and

WHEREAS, the Developer desires and intends by filing this Master Deed to submit the Property comprising The Lodges at Reedmont as a Planned Unit Development ("PUD") under T.C.A. §66-27-103 and in accordance with the provisions and ordinances of the Sevier County, Tennessee; and, to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the Property and the Owners thereof;

NOW THEREFORE, the Developer does hereby publish and declare that all of the Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitation and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property in the division thereof into Units, and shall be deemed to run with the Land and shall be a burden and a benefit to the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property, their grantees, successors, heirs executors, administrators, devisees and assigns.

I. DEFINITIONS

The terms used herein or in the Exhibits attached hereto shall have the meanings stated in the Horizontal Property Act and as follows, unless the context otherwise requires:

1) **Act** shall mean and refer to the Horizontal Property Act of the State of Tennessee (T.C.A. §66-27-101, et. seq.) and in particular, T.C.A. §66-27-103 concerning Planned Unit Developments, as the same are now in effect and as may be hereafter amended or supplanted.

2) **Association** shall mean The Lodges at Reedmont Owners Association, Inc., a Tennessee non-profit corporation, created pursuant to the provisions of T.C.A. §66-27-102 (15) and §66-27-103(b). The Charter of the Association is attached hereto as Exhibit B. Each owner of a Private Element shall have a pro rata share of the total membership in the Association.

3) **Bylaws** shall mean the Bylaws for the administration of the PUD and the Association as contained in Exhibit C, attached hereto and made a part hereof.

4) **Common Elements** shall mean all the Property excluding the "Private Elements" as defined herein but including any real property in which the Association owns an interest for the common use and enjoyment of all of the Members, as well as all features and improvements thereon. Such interest owned by the Association may include, without limitation, estates in fee, for terms of years, or easements. "Common Elements" shall include the term "Limited Common Elements" except as otherwise provided herein. The Common Elements shall remain undivided and shall not be the object of an action for partition or division. The term "Common Area" shall mean the real property of all "Common Elements".

5) **Common Expenses** shall mean:

a) Expenses of Association administration; expenses of maintenance, operation, repair, improvements or replacement of the Common Elements or facilities; administrative and professional expenses; taxes, special assessments and insurance.

b) Expenses declared Common Expenses by the provisions of the Master Deed or Bylaws.

c) Any valid charge against the PUD as a whole.

d) Expenses for utility services to portions of the Common Area and the Common Elements.

e) Reserves.

f) All other administrative, professional or management expenses deemed Common Expenses by the Association.

6) **Developer** shall mean Lodges at Reedmont, GP, a Tennessee General Partnership, its successors and assigns.

7) **Limited Common Elements** shall mean and refer to those portions of the Private Elements, such as steps, decks, parking areas, heating, and air conditioning systems, etc., which are owned by the Unit Owner but, because of their location, may extend beyond the boundaries of the Unit. The Limited Common Elements appurtenant to each Unit, if any, are reserved for the sole and exclusive use of that Unit.

8) **Member** shall mean and refer to the voting Members of the Association. Each Unit Owner shall be a Member of the Association.

9) **Private Elements** shall mean and refer to the Units within the Development, including the Residences and the plot of real property on which they are situated.

10) **Unit** shall have the meaning set forth in T.C.A. Section 66-27-102(a)(2) and shall collectively refer to the Site and the Residence, both of which are Private Elements.

11) **Unit Owner** or **Owner** means "Co-Owner" as defined by the Act and includes the fee simple owner of each Unit, but excludes those having an interest merely as security for the performance of an obligation.

II. DEVELOPMENT PLAN

The PUD has been developed in the following manner:

1) Name: The name of the PUD is The Lodges at Reedmont and the mailing address of the Project is PO Box 5601, Sevierville, Tennessee 37864.

2) Location: The PUD is located on the Property consisting of 113.147 total acres as described on Exhibit A and the Developer's deed of record (Book 6174, Page 20 in the Register's Office for Sevier County, Tennessee), within the Seventh (7th) Civil District of Sevier County, Tennessee. The Project is being developed in phases, with the first phase depicting Lots 1 - 31 and 141 - 177. The additional phase(s) shall be platted and the properties subject to the provisions of this Master Deed and Declaration.

3) Development Scheme: The Developer intends to construct a total of 178 Units within the PUD and sell or retain such Units as it deems prudent as investment and overnight vacation rental properties. No other commercial, business or nonresidential use is to be allowed, unless approved by the Developer.

4) Expansion and Annexation: The Developer shall have the right to extend The Lodges at Reedmont to additional contiguous property to the Development. In conjunction therewith, the Developer is specifically authorized to expand the Development and membership in the Association to such additional property, including, but not limited to, the right of access over Development roads, use of Common Areas and facilities, as well as the extension of utilities to the annexed parcel and Units therein.

III. PROPERTY RIGHTS

1) Owners' Easements of Enjoyment: Every Owner shall have an undivided right and easement of enjoyment to the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

a) The right of the Association to suspend the voting rights of an Owner for any period during which he is in default in the payment of the Assessment against his Unit, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

b) The Developer reserves the right, in furtherance of its development plan, to dedicate or transfer any part of the Property to any public agency, authority, or utility for such purposes as the Developer may deem appropriate. Upon the sale by the Developer of all of the Units, the Association shall have the right to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer by the Association shall be effective unless an instrument signed by the Board of Directors certifying approval of such dedication or transfer has been recorded in the Register of Deeds Office for Sevier County, Tennessee.

c) The right of the Association to reasonably limit the number of guests of Owners.

2) Delegation of Use: Owners may delegate, in accordance with the Rules and Regulations of the Association, the right of enjoyment of the Common Elements to the members of his family or his invitees or guests occupying the Property.

IV. GENERAL PROVISIONS

1) Enforcement: It is the intent of this instrument to fully comply with the Tennessee statutory requirements and the requirements of the governing local authorities in connection with the proper establishment of a Planned Unit Development. Any provision herein to the contrary shall be deemed amended or supplanted in a manner to achieve compliance with such requirements.

2) Severability: Invalidation of anyone these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

3) Easements for Utilities: The Developer and the Board of Directors of the Association shall have the right and power to grant easements upon, across, over and under all or any portion of the Common Elements for ingress, egress, installation, replacing, repairing or maintaining all utilities, including, but not limited to, water, gas, electricity, telephone, sewer, cable television, internet, security or any other, similar services. Each Unit Owner hereby grants to the Association or its designee, an irrevocable power of attorney to execute, acknowledge and record for an in the name of each Unit Owner such instruments as may be necessary to effectuate the foregoing.

Each Unit and all Common Elements are hereby subjected to an easement for the repair, maintenance, expansion, reductions, inspection, removal, relocation or other service of or to all gas, electricity, television, telephone, internet, security, water, plumbing, sewer, utility, drainage or other lines or other Common Elements, whether or not the cause of any or all of those activities originates in the Unit in which the work must be performed.

4) Easement for Emergency Access: There shall exist in favor of any service provider engaged in connection with the operation of the Property and in favor of all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter upon the Property or any portion thereof in case of an emergency in the proper performance of their respective duties.

5) Easements for Other Purposes: Postal employees and other bona fide delivery personnel shall have an easement across the Common Elements for access to the Units in the performance of their duties.

V. THE UNITS AND COMMON ELEMENTS

The Units of the PUD are more particularly described, and the rights of their Owners established as follows:

1) Units and Phases: The Units are numbered and located as shown on the Development Site Plan of The Lodges at Reedmont. Each Unit shall consist of the structure and the Site upon which such structure is located, all of which are Private Elements pursuant to the Act, together with an easement over the Common Elements and for any part of the Limited Common Elements appurtenant to such Unit which extend beyond the boundaries of the Site. Unless otherwise determined by the Developer, the Private Elements may include Limited Common Elements beyond the exterior perimeter of the structure for maintenance and repairs. Upon substantial completion of a Unit, an "as-built" survey of that Unit may be prepared if the legal description/placement is not sufficient. To the extent the final location of such Site may differ from the location as shown on a Development Site Plan, the "as-built" survey of said Unit shall prevail and be deemed the lawful description and boundary of the Private Element. The Project may be designated as Phases as may be desired or required by the Developer.

2) Easement for Encroachments: To the extent that any structure, exclusive of its Limited Common Elements, encroaches on any Common Elements, whether by reason of any deviation from the site plan and plans in the construction or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment shall exist. Any Mortgage upon any Unit shall attach to the Unit as built.

3) Appurtenances to Units: The Owner of each Unit shall share certain interests in the Property which are appurtenant to his Unit, including, but not limited to, the following items:

a) Common Elements: Each Unit shall have an appurtenant undivided use and benefit in the Common Elements, the numerator of which shall be 1 and the denominator of which shall be the total number of Units located within the Property.

b) Association: Each Unit Owner shall be a member of the Association.

4) Common Elements: The Common Elements consist of the entire Property other than Private Elements, including, without limitation, the following:

a) roadways and all community facilities;

b) any central installations for services such as power, light, telephone, gas, water, common septic drain fields or other similar common facilities;

c) all other parts of the Property, Common Areas and all apparatus and installations existing on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

5) Liability for Common Expenses: Each Unit Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share in the Common Elements which are appurtenant to his Unit.

VI. MAINTENANCE, ALTERATION & IMPROVEMENT

The responsibility for the maintenance of the entirety of the Development Property consisting of the Common Areas, Private Elements and Limited Common Areas shall be and remain with the Developer only if the Developer retains exclusive ownership of *all* Units. Upon sale of a Unit to a third-party, the responsibility shall be as follows:

1) Units:

a) By the Association: The Association shall not be responsible for the maintenance or repair of the Units or the Limited Common Elements appurtenant to such Units. The Association shall be initially responsible for the landscaping and grounds surrounding the Units. The costs associated therewith shall be a portion of the Common Expenses.

b) By the Unit Owner: The responsibility of the Unit Owner shall be to maintain, repair and replace, at his expense, all portions of his Unit (Private Elements) and the Limited Common Elements appurtenant thereto. The responsibility of the Unit Owner shall further extend to the driveway, parking areas and any retaining walls or similar structures, as well as all equipment, lines and systems intended or placed for the exclusive use and benefit of the Unit. The Unit Owner shall also be responsible for appurtenant landscaping if, at any point, it is no longer to be assumed by the Association as a Common Expense.

2) Common Elements:

a) By the Association: The maintenance and operation of the Common Elements shall be the responsibility of the Association and shall be a Common Expense.

b) Alteration & Improvement: There shall be no major alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by a majority of the Board of Directors of the Association. Provided, however, until such time as Developer sells a Unit to a third party, the Developer may make such alterations or improvements in its sole discretion.

VII. ASSOCIATION

The Lodges at Reedmont Owners Association, Inc., a nonprofit Tennessee corporation, has been formed and Bylaws adopted for the Association to comply with the provisions of Tennessee law and for operation within the Development.

1) Articles of Incorporation: The Association has been incorporated and a copy of its Charter is attached as Exhibit B.

2) Bylaws: The Bylaws of the Association are attached as Exhibit C.

3) Assessments for Common Expenses:

a) Determination of Common Expense – Initial Assessment. Determination of Common Expenses shall be made by the Developer so long as it continues to own a majority of the Units and, thereafter, the Board of the Association. A budget for the operation, management and administration of the Development reflecting the expenses expected to be incurred and necessary shall be determined on an annual basis, as well as reasonable reserves. The assessment to be charged to each Unit shall be determined accordingly, with each Unit/Unit Owner responsible for a pro-rata share based upon the budgeted annual expense and reserves. The budget and corresponding assessment may be determined by the Developer until such time as the non-developer Unit Owners constitute a majority of the votes and then hold a membership meeting and adopt a different budget and corresponding assessment as the members deem appropriate and necessary. The Association may determine assessment due dates, installment increments and such other measures as may be necessary for the imposition and collection of assessments. The initial assessment is \$199.00 per month per Unit.

b) Surplus or Deficiency in Estimated Annual Common Expenses. Any surplus or deficiency in the Estimated Annual Common Expenses shall be governed pursuant to the following provisions:

- i. Any surplus in the amount received each year by the Association from the Unit Owners as payment of the estimated annual Common Expenses over and above the amount of Common Expenses actually incurred shall be held by the Association as reserves.
- ii. Any deficiency in the amount received each year by the Association from the Unit Owners as payment of the estimated annual Common Expenses below the actual Common Expenses incurred shall be paid by the Unit Owners on a pro-rata basis upon notice and demand by the Association as an additional assessment.

4) Failure to Assess: Failure to make assessments shall not prejudice the right to make assessments at any later date, nor shall it be deemed a waiver, modification or release of the Unit Owners from their obligations under this Article VII.

5) No Self-Exemption from Assessments: No Unit Owner shall be exempt from the obligation to contribute toward the Common Expenses by waiver of the use or enjoyment of Common Elements or by abandonment of a Unit or by any other means.

6) Lien; Default and Foreclosure. All sums assessed against any Unit Owner for the share of Common Expenses chargeable to that Owner's Unit including interest at the maximum legal rate beginning ten (10) days after the due date, shall be secured by a lien on the Unit superior to all other liens and encumbrances except only recorded Mortgages and liens for taxes and special assessments by public authorities.

7) Transfers are Subject to Lien. All transfers of a Unit, except transfers made in connection with a foreclosure by any Mortgagee, shall be subject to the lien securing unpaid assessments.

8) Liability Independent of Lien. Suits to recover judgment for money due on an assessment or assessments shall be maintainable without, or in aid of, foreclosing the lien securing the assessment. Unit Owners shall be personally obligated for all assessments, interest, fines and all costs of collection, including reasonable attorney's fees.

9) Developer Exemption. The Developer or any Successor Developer shall be exempt from the payment of assessments on any Unit it owns while it is unimproved and for a period of one (1) year after the Unit residence is completed and available for occupancy. The Developer or Successor Developer retains voting rights for all Units it owns as with all other Unit Owners.

VIII. INSURANCE

If the Developer retains sole ownership of the Property, including all Units, it shall provide and maintain casualty, public liability and such other insurance on the entirety of the Property within the Development. As deemed necessary by the insurer or as may be required by law, the Developer shall maintain such insurance on the Common Elements under the name of the Association. The following provisions shall otherwise govern the insurance requirements:

1) Individual Units: Unit Owners shall bear sole responsibility for insuring their Units and Limited Common Elements as such Unit Owners deem necessary and appropriate in their absolute discretion.

2) Common Elements:

a) Coverage:

i) Casualty: All buildings and improvements upon the Common Areas shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Developer and, thereafter, the Board of Directors of the Association. Such coverage shall afford protections against:

1. Loss or Damage by Fire and other hazards covered by a standard extended coverage endorsement, and

2. Such Other Risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

3) Public Liability Insurance: shall be secured in such amounts and with such coverage as shall be determined by the Developer, and thereafter, the Board of Directors of the Association, including, but not limited to, hired automobiles and non-owned automobile coverage.

4) Workmen's Compensation Policy: shall be secured, if necessary, to meet the requirements of law.

5) Such Other Insurance: shall be secured as the Developer and, thereafter, the Board of Directors of the Association shall determine from time to time to be desirable.

6) Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

IX. AMENDMENTS

So long as the Developer or Successor Developer(s) retains sole ownership of the Development Property, including the Units/Private Elements, it shall be the sole member of the Association and shall have the sole and exclusive right to amend this Master Deed and Declaration of Covenants in any manner and at any time it deems appropriate. Thereafter, amendments shall require the approval of 66-2/3% of the votes in good standing in the Association. Amendments may be by written ballot with or without a meeting. If a proposed amendment is to be considered at a meeting of the membership, the proposed amendment(s) shall be included with the notice of the meeting.

X. ALTERATION AND TRANSFER OF INTEREST; DEDICATION OF ROADWAYS

Unless otherwise reserved to the Developer herein, the Common Elements, Limited Common Elements and easements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of the Owners of Units affected thereby as expressed in an amendment to this Master Deed duly recorded; shall not be separated from such Unit dwelling; and, shall be deemed appurtenant to such Unit dwelling even though not expressly mentioned or described in the conveyance or other instrument. The Common Elements shall remain undivided and no right shall exist to partition or divide any part thereof except as provided in the Horizontal Property Act.

Dedication of Roadways: The roads in the Development, to the extent they are not individual driveways for specific Units, are Common Elements, and, as such, shall be maintained by the Developer, so long as the Developer retains sole ownership; thereafter, by the Association. In the event a decision is made to dedicate the roads to Sevier County or another appropriate governmental entity, those roads will be required to comply with the right-of-way and construction requirements for such entity at the time of dedication, prior to the acceptance of

such roads as public roads. The standards in effect for public roads as of the date of this Master Deed and the standards to which these roads are ultimately built may or may not comply with the standards in effect at the time of any attempted dedication.

XI. USE AND ARCHITECTURAL REVIEW

The design, materials, placement, features, size, appurtenant structures and elements for all Units shall be subject to approval of the Developer. It is the intent that the Developer shall provide certain pre-drafted construction plans for Units, which may be purchased and followed by Unit Owners. An owner may request custom plans to be drawn by the Developer's architect, which shall follow the parameters adopted by the Developer. Alternatively, an owner may elect to submit independent plans to the Developer for approval, which the Developer shall consider and either approve, deny or request modifications in the Developer's sole discretion, giving due consideration to the development plan, nature, quality and harmony of construction.

The Developer may charge a fee for preapproved construction plans and for Developer's architect to develop custom approved construction plans. In the event an owner wishes to submit independent plans for approval, the owner shall be charged a \$2,000.00 independent plan/architectural review fee.

In no event may an owner initiate construction of any kind on a Unit/lot without approval and consent of the Developer as to all required elements of construction, including not only the main structure, but also any appurtenant elements, features and landscaping. In addition to all other remedies, including injunctive relief and the recovery of attorney fees and costs, the Developer may impose fines and penalties for any construction in violation of approved plans.

XII. RESTRICTION AND USE COVENANTS

1) Use. The Property shall be used for residential or overnight vacation rental purposes only, unless otherwise provided herein.

2) Subdividing. No subdivision of the lots shall be allowed.

3) Fencing, Outbuildings, Gates. Fencing, gates, outbuildings or similar structures may be allowed only upon the submission and approval of the Developer initially and, thereafter, the Association.

4) Vehicles. No inoperable car, truck or other vehicle may be parked in the common roadways, Common Elements or on any lot in the Property except in a garage. No major vehicle repairs will be undertaken except in a garage. Recreational vehicles, boats, farming machinery, utility trailers and vehicles will be parked in garages or buildings or in locations outside the view of neighbors and of Common Elements.

5) Animals and Pets. No farm, exotic or other non-domesticated animals shall be allowed in or upon Units or Common Elements at any time. The Developer initially, and thereafter the

Association, may adopt such Rules and Regulations as they deem appropriate for the allowance of domestic pets, including, but not limited to, a limit on the number of pets per Unit, the size, type and breed of such pets. Unless otherwise approved, pets shall be leashed or otherwise restrained in all Common Areas. Provided, further, nothing herein nor in such Rules and Regulations shall be deemed to be in violation of the Americans with Disabilities Act or other valid governmental or municipal provisions related to service animals.

6) Commercial Use. No business or commercial uses of any kind shall be allowed on the lots or Common Elements, unless approved by the Developer. Overnight vacation rental shall not be deemed a business or commercial use.

7) Overnight Rental Management. Any owner wishing to utilize his Unit for overnight/vacation rentals, may manage the rentals personally or through an overnight rental management company. Provided, however, to ensure the ongoing security, integrity, aesthetic appeal, continuity, adherence to the governing documents and to preserve the values of The Lodges at Reedmont as a whole, the Developer may limit an owner's use of an overnight rental management company to companies approved by the Developer. The Developer shall make available to owners or prospective owners such approved listing. Additionally, in the event an owner wishes to utilize an overnight rental management company *not* included on the Developer approved listing, the owner may submit to the Developer a request to utilize the overnight rental management company and the Developer shall consider approving such company, giving due consideration to the factors set forth in this section above, as well as any prior experience or history with the proposed management company.

8) Signage. No business, commercial, trade or advertising signs of any kind shall be allowed on any lot without the consent of the Developer and, thereafter, the Association.

9) Nuisance. No illegal, noxious or offensive activity or excessively loud noise shall be permitted or carried on any part of the Property, nor shall anything be permitted or done therein which is or may become a nuisance or a source of discomfort or annoyance to the Property or any of its residents; nor will goods or services be offered for sale to the public from any lot or other property.

10) Temporary Structures. No trailer, mobile home, camper, shack, garage or outbuilding shall be used as a residence, temporarily or permanently, nor shall any other structure of a temporary character be used.

11) Lot Care/Rubbish. No Unit within the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition and shall be kept out of the view of neighbors and of Common Elements.

12) Antennae and Satellite Dishes. The location and type of any antennae or satellite dish to be installed upon a lot or any structure thereon shall be subject to the approval of the Developer and, thereafter, the Association.

13) Ornamentation, Objects or Structures. No exterior ornamentation, yard ornamentation, flags, signs, objects or structures may be placed or erected without approval of the Developer and, thereafter, the Association.

14) Commencement of Construction. A Unit Owner shall commence construction of the improvement to the Unit within 12 months from acquiring an unimproved Unit in order to assure timely and full development of the Project. In the event the Unit Owner fails to commence construction within the 12 month period, the Unit Owner will be assessed an additional fee (beyond the Common Expenses assessment) of \$100.00 per month for the first six months of failure to commence, which amount shall thereafter increase \$50.00 per month in six months increments until construction commences. For example, if an owner has not commenced construction by the 25th month after acquiring the lot, this additional assessment shall be \$200.00 for that month and the succeeding five month. This additional assessment may be collected and enforced, including by the imposition of liens, as with all other assessments or obligations to the Association.

XIII. UTILITIES

All utilities and communication systems not provided through the Association shall be the responsibility of the Unit Owners.

XIV. FURTHER DEVELOPER'S RIGHTS

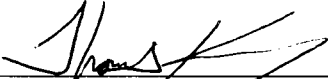
In addition to those rights reserved herein above, the Developer shall have an easement over the Common Elements for purposes of continuing construction of the Units and for sales and marketing activities. The Developer shall further have the right to lease any completed but unsold Units in the PUD. The Developer may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office and maintain customary signs in connection therewith, none of which shall be deemed in violation of any other provisions herein.

XV. ATTORNEY'S OPINION

Pursuant to the provisions of T.C.A. §66-27-103(b), Brian T. Mansfield, an attorney licensed to practice in the State of Tennessee, has executed this Master Deed for the sole and exclusive purpose of confirming his opinion that all legal documents required by the Act for the creation of a Planned Unit Development are attached or have been recorded concurrently herewith and, therefore, a Planned Unit Development has been created under the provisions of law.

IN WITNESS WHEREOF, the Developer has caused this Master Deed and Declaration of Covenants to be signed the day and year first above written.

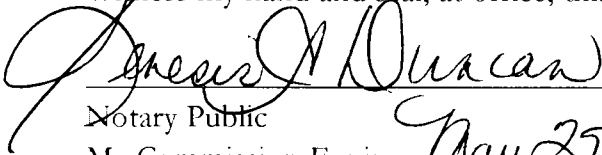
LODGES AT REEDMONT, GP


BY: THOMAS KING
ITS: PARTNER

STATE OF TENNESSEE)
COUNTY OF SEVIER)

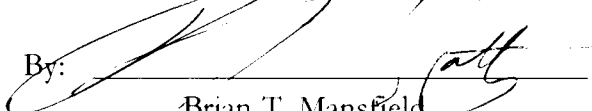
Before me, the undersigned authority, a Notary Public for the said County and State, personally appeared Thomas King with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who further acknowledged that he is a partner of Lodges at Reedmont, GP and is authorized to execute this instrument on its behalf and for the purpose therein contained.

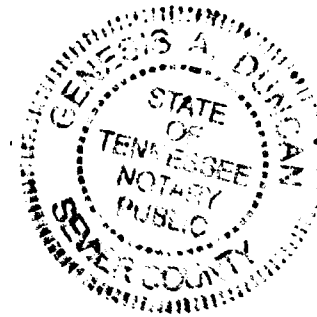
Witness my hand and seal, at office, this 3rd day of January, 2023.


Notary Public
My Commission Expires: May 29, 2023

By signing below, I certify that all legal documents required by the Tennessee Horizontal Property Act for the creation of a Planned Unit Development are attached or have been recorded concurrently herewith and that, therefore, a Planned Unit Development has been created.

BRIAN T. MANSFIELD, Attorney

By: 
Brian T. Mansfield



BK/PG: 6246/130-152
23000338

23 PGS : MASTER DEED	
BATCH: 632153	
01/06/2023 - 08:43 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	115.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	117.00

STATE OF TENNESSEE, SEVIER COUNTY
CYNDI B PICKEL
REGISTER OF DEEDS



**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

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

Filing Fee: \$100.00

For Office Use Only
-FILED-
Control # 001381228

The name of the corporation is: The Lodges at Reedmont Owners Association, Inc.

10. The complete mailing address of the entity (if different from the principal office) is:
PO BOX 5601
SEVIERVILLE, TN 37864

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

Title	Name	Business Address	City, State, Zip
Incorporator	Brian T Mansfield	164 N HENDERSON AVENUE SUITE A	SEVIERVILLE, TN 37862

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)
 I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
 This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
 This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:
In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

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

Electronic Signature	Brian T Mansfield	Incorporator	Jan 3, 2023 3:32PM
	Printed Name	Title/Signer's Capacity	Date

B1315-5339 01/03/2023 3:32 PM Received by Tennessee Secretary of State Tre Hargett

**BYLAWS
OF
THE LODGES AT REEDMONT OWNERS ASSOCIATION, INC.**

The following Bylaws are adopted by the The Lodges at Reedmont Owners Association, Inc., a Tennessee Nonprofit Corporation.

**ARTICLE I
NOMENCLATURE**

The various terms such as "Unit", "Common Elements", "Members", etc. as used herein are as defined in the recorded Master Deed and Declaration of Covenants of the Development.

The Lodges at Reedmont Owners Association, Inc. is a not-for-profit corporation incorporated on January 3, 2023, hereinafter referred to as the "Association."

The governing body of the Association is its elected Board of Directors, hereinafter referred to as the "Board" or "Board of Directors" or "Directors."

"Master Deed" refers to the recorded Master Deed and Declaration of Covenants for The Lodges at Reedmont.

As used in these Bylaws, the singular shall include the plural and the plural, the singular. Use of the pronouns he, him or them, or their possessive forms shall include their feminine counterparts, without deference to either gender.

**ARTICLE II
APPLICABILITY**

These Bylaws shall apply to all owners, tenants and occupants of any of the Units. Provided, however, if any provision herein conflicts with the provisions of the Master Deed, the provisions of the Master Deed shall control.

**ARTICLE III
MEMBERSHIP**

Membership and membership voting rights shall be as provided in the Master Deed. One vote in the affairs of the Association is granted per Unit. Cumulative voting shall not be permitted. Votes may be cast in person or by proxy. Provided, however, the proxy form shall be as prescribed by the Board of Directors and shall be limited to use for the designated meeting. The proxy shall be delivered to the Secretary of the Association within a reasonable time prior to the meeting for which it is to be used, as prescribed by the Board of Directors.

**ARTICLE IV
BOARD OF DIRECTORS**

The election for Directors shall be held at the annual meeting of the membership. Meetings shall be conducted in accordance with procedures established by the Board.

A. Number and Qualification. The affairs of the Association shall be conducted by a Board of Directors initially consisting of persons approved by the Developer. At the first annual meeting of the members after the Developer sells a Unit or Units to third parties, the membership shall elect three (3) or five (5) board members as the membership shall determine is appropriate, which Board members may or may not be Unit owners.

B. Election and Term of Office. Directors shall hold office for a term of two years and until their respective successors have been elected. A Director's term of office shall begin upon election. Provided, however, that two of the initial Directors shall be elected for a one-year term only, with their successors elected for two-year terms so as to stagger the terms of Directors in the succeeding years. Directors may be re-elected for successive terms. The initial Directors appointed by the Developer shall serve at the will of the Developer.

C. Vacancies. Vacancies in the Board during a term shall be filled by vote of a majority of the remaining Directors. A Director chosen by the Board to fill a vacancy will serve until the next annual election and until his elected successor assumes office. While Developer remains sole owner of the Private Elements, it shall fill vacancies on the Board.

D. Regular Meetings. Regular meetings of the board shall be held at such time and place as determined in advance by the Directors. However, the Board shall be required to meet at least once during each calendar year. If predetermined meeting dates are changed by a majority of the Directors, at least three days' notice shall be given to all Directors. Meetings may be conducted by video or telephone conferencing if deemed advisable by the Board.

E. Special Meetings. Special Meetings of the Directors may be called by the President and must be called by the Secretary at the request of a majority of the Directors. Not less than 48 hours notice of the meeting shall be given personally or by mail, email or telephone, which notice shall state the time, place and purpose of the meeting.

F. Written Consent and Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. So long as the Developer remains the majority owner of property within the Development, formal and written notice of meetings may be waived and such meetings may be held by written consent, with any and all formalities waived as allowed by law.

G. Quorum and Voting. A quorum at Directors' meetings shall be a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute approval of the Board, except where approval by a greater number of Directors is required by the Restrictive Covenants, these Bylaws or the Articles of Incorporation.

H. Adjourned Meetings. If at any Board meeting less than a quorum is present, those present may adjourn the meeting until a quorum is present. At any reconvened meeting any business which might have been transacted at the meeting originally called may be transacted without further notice.

I. Presiding Officer. The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both the President and the Vice President, the Directors present shall designate one of their members to preside.

J. Roberts Rules of Order. In the event a disputed question of procedure arises which is not controlled by these Bylaws or procedural rules adopted by the Board, the latest edition of Roberts Rules of Order shall be utilized.

K. Fidelity Bonds. The Board may - but is not required to - require that all members of the Board and employees of the Association who handle or are responsible for Association funds, be covered by adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

L. Compensation. No member of the board shall receive any compensation for acting as a Director.

M. Powers and Duties. The Board shall have the power and duties necessary for the administration of the Association and maintenance of the community including, but not be limited to, the following:

(1) Administer and enforce the Master Deed, the provisions of the Articles of Incorporation, the Bylaws and any Rules and Regulations of the Association.

(2) Establish and enforce compliance with such rules and regulations as may be necessary for the efficient operation of the common property and for the welfare of all Unit owners.

(3) Incur such expenses as may be necessary to keep in good repair any common elements and all items of common personal property.

(4) To secure such liability, casualty or other insurance deemed necessary for the benefit of the Association, the Board, the common areas or personalty of the Association.

(5) Make repairs, additions, alterations and improvements to the common elements consistent with maintaining the community as prime residential property.

(6) Adopt an annual budget for the Association; levy an assessment payable by the Owners to meet the expenses and capital expenditures of the Association and appropriate reserves; levy and collect special assessments whenever necessary in order to meet increased operating, maintenance or capital expenses, or in the event of any emergency.

(7) Suspend the voting rights of an owner and suspend the privilege of use of any amenities by an owner for failure to timely pay assessments or other violations of the governing documents of the Association.

(8) Collect delinquent assessments by suit or otherwise and seek damages from an Owner as provided in the Restrictive Covenants, including attorney's fees and costs.

(9) Borrow funds, if needed, in order to pay for any expenditure required pursuant to the authority granted by the provisions of the Restrictive Covenants and these Bylaws and execute all instruments evidencing such indebtedness and give security therefor.

(10) Enter into contracts to carry out their duties and powers.

(11) Establish bank accounts, money market accounts or other accounts which may be deemed advisable and prudent for the Association.

(12) Keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements.

(13) Employ personnel as deemed necessary to perform all of the delegable duties of the Association and to obtain professional services in connection therewith.

(14) In general, to do all of those things necessary and reasonable to carry out the administration and operation of the Association.

N. Conflict of Interest. A Director shall promptly disclose to the Board any possibility of a conflict of interest and shall refrain from Board action where such conflict of interest exists. The Board shall make the final determination as to whether there is a conflict of interest.

O. Removal. A Director may be removed upon the affirmative vote of the membership at an annual or special meeting with or without cause. A successor shall be chosen as provided for in Article IV, C.

ARTICLE V OFFICERS

A. Designation. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board, and such other officers as the Board shall elect. Officers shall serve until their successors' terms commence. An officer may hold more than one office, except the offices of President and Secretary may not be held by the same person. Provided, however, the initial officers shall be appointed by the Developer and shall remain in office until succeeded. Initially, only a President and Secretary need be designated as officers of the Association.

B. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board and have all general powers and duties usually vested in the office, including the power to appoint committees from the Board or from among the owners. He shall sign all contracts or other instruments of the Association. Provided, however, expenditures or obligations must be authorized by the Board.

C. Vice President. The vice president shall perform all the functions and duties of the president in the absence of the president or when the president is unable to perform such duties.

D. Secretary. The secretary shall keep all the minutes of the meetings, books and records of the Board and the Association and shall keep up to date at the Association office a complete list of members and their last known addresses.

E. Treasurer. The treasurer shall familiarize himself with the Association books of account and investment schedules and shall submit a treasurer's report to the Board at reasonable intervals. He shall perform other duties incident to the office of Treasurer.

**ARTICLE VI
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

The Association shall indemnify every Director and Officer, their personal representatives and heirs against all loss, costs and expenses, including reasonable attorney's fees, to the fullest extent allowed by law incidental to or arising out of performance of their duties.

**ARTICLE VII
MEETING OF MEMBERS**

A. Annual Meeting. A meeting of the members shall be held annually on a date as the Board of Directors may prescribe from time to time. The meeting shall be held at the time and place designated by the Board of Directors. In addition to in person participation and the use of proxies, the Board may allow video participation by members in its discretion.

B. Special Meetings. Special meetings of the members may be called at any time by the President with the consent of a majority of the Board of Directors or upon written request of the members who are entitled to vote 33 1/3% of all the votes of the membership.

C. Notice of Meetings. Quorum. Written notice of each meeting of the members shall be given by or at the direction of the Secretary by mailing a copy of such notice, postage prepaid, at least thirty days prior to such meeting to each member at the member's address reflected in the records of the Association or otherwise supplied by the member in writing to the Association for the purpose of notice. Email may be used as an alternative means of notice if the preferred method of the owner. 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. The presence at the meeting of members, in person or by proxy, representing 25% of the votes of the membership in good standing shall constitute a quorum for any such meeting, unless otherwise provided for herein.

D. So long as the Developer remains the majority owner of property within the Development, formal and written notice of meetings may be waived and such meetings may be held by written consent, with any and all formalities waived to the extent allowed by law.

**ARTICLE VIII
EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS
AND
DESIGNATION OF VOTING REPRESENTATIVE**

A. Proof of Ownership. Any person becoming an owner of a Unit shall, upon request, furnish the Association with a copy of the deed or other instrument evidencing such ownership, which copy shall be retained by the Association.

B. Registration of Mailing Address/Designated Voter. The owner(s) of a Unit shall furnish a mailing address or email address(es) to be used by the Association for providing statements, notices, demands and all other communications. Such registered address shall be furnished to the Association within 15 days after transfer of title, or after a change of address. The Association may provide notices by electronic means to the extent available and effective to communicate with the membership.

C. Suspension of Voting Rights. The voting rights appurtenant to any Unit as provided for herein or the Master Deed shall be suspended in the event the assessment or other financial obligation imposed upon such Unit as provided for herein or the Master Deed is delinquent. The vote suspended shall not be counted in determining whether a quorum exists at any meeting; nor shall the member be entitled to hold any office in the Association during the term of delinquency. When any outstanding indebtedness is satisfied, the voting rights shall be reinstated. A determination of delinquency shall be made conclusively by the Board of Directors of the Association consistent with these Bylaws and the Master Deed.

**ARTICLE IX
WAIVER OF FORMALITY**

At the time of forming the Association and the adoption of these Bylaws, the Association consists only of the Developer. Accordingly, to the extent as may be allowed by the Tennessee Nonprofit Corporation Act and any and all other statutory or regulatory provisions governing Tennessee nonprofit associations and planned unit developments, any formalities or strict compliances with the terms of these Bylaws may be waived or dispensed with as a matter of convenience to the Developer. Provided, however, nothing herein is intended to impair the efficacy, use, benefit and governance provided for under these Bylaws upon non-developer (or non-Successor Developer) persons or entities becoming owners of Private Elements within the Development.

**ARTICLE X
AMENDMENTS**

These Bylaws may be amended at a regular or special meeting of the members by a vote of approval by a majority of the votes cast, in person or by proxy, presuming a quorum is present; provided, however, that any proposed amendment to these Bylaws shall be submitted to the members in the notice of the meeting as provided for herein, specifically setting forth the proposed amended language and referencing the provisions of the existing Bylaws to be affected thereby. However, these Bylaws may be amended or replaced in their entirety at the first annual meeting of the membership by majority vote as provided above, with the only notice requirement being that the existing Bylaws will be considered for amendment at the first annual meeting.


**ARTICLE XI
CERTIFICATION**

The undersigned member of the Board of Directors of The Lodges at Reedmont Owners Association, Inc. does hereby certify that the foregoing Bylaws constitute the original Bylaws of said Association and were duly adopted on the 3rd day of January, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this 3rd day of January, 2023.

The Lodges at Reedmont Owners Association, Inc.

LODGES AT REEDMONT, GP


Board Member