

**DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GREYSTONE, P.D.**

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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GREYSTONE, P.D.**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

GREYSTONE, P.D. (this "Amendment") made on this ___day of ___2022 by Greystone Homeowners Association, INC., a Tennessee non-profit corporation (the "Association"), for that certain residential development situated in Shelby County, Tennessee, more commonly known as GREYSTONE ("Greystone").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Greystone PD. (the "Declaration"), dated July 16, 2001, recorded as Instrument No. LE 0174 in the Register's Office of Shelby County, Tennessee (the "Register's Office"), governs that certain residential development situated in Shelby County, Tennessee, more commonly known as "Greystone", which is administered by the Association: and

WHEREAS, the Association was formed pursuant to that certain Charter of Greystone Planned Development Homeowners' Association, Inc (the "Charter") filed with the Tennessee Secretary of State as Control No. 0487940, a copy of which is recorded in the Register's Office as Instrument No. 05032405 and attached to the Declaration as **EXHIBIT "C"**; and

WHEREAS, the Association is governed by those certain "By-laws of Greystone Homeowners Association, Inc., (the "Bylaws") which are attached to the Declaration as **EXHIBIT "D"**; and

WHEREAS, the Declaration provides in Article IX, Section 16 that certain "Future Phase IV" real property (the "Phase IV Property") may be submitted to the covenants, conditions, and restrictions contained in the Declaration subsequent to its recordation; and

WHEREAS, the Phase IV Property was properly added to Greystone with the recordation of that certain plat in the Register's Office in Plat Book 286, Page 356, which provides that:

...this is a private development, the homeowners' association is solely responsible for all maintenance and repair of private facilities including streets, roads, sewers, and storm drains. There is not, nor ever will be, any county responsibility for these facilities, the homeowners association Declaration of Covenants, Conditions and Restrictions for Greystone PD is recorded at Instrument LE 0174 at the Shelby County Register's Office.

WHEREAS, Greystone is more particularly shown on those certain plats (collectively, the "Plats") recorded in the Register's Office in: (i) Plat Book 198, Page 24 and (ii) Plat Book 286, Page 35, with Greystone consisting of eighty (80) residential lots (each a "Lot") as more particularly shown and depicted on the Plats; and

WHEREAS, the Association intends to amend the Declaration and the Bylaws as more particularly provided herein: and

WHEREAS, Article XI, Section 4 of the Declaration provides that the Declaration may be amended at a meeting of the membership of the Association by an instrument signed by Owners

holding not less than seventy-five percent (75%) (being 60 Lot Owners) of the votes at any time; and

WHEREAS, Article X, Section 1 of the Bylaws provides that the Bylaws may be amended at a meeting of the membership of the Association by the affirmative vote of a majority of the Members entitled to vote; and

WHEREAS, Article X, Section 1 of the Bylaws also provides that at least thirty (30) days' prior written notice must be provided to the institutional holders of all first mortgages on Lots at Greystone prior to the recordation of any amendment to the Bylaws of the Association; and

WHEREAS, as of the recordation of this Amendment, restrictions on long-term leasing in Declaration shall be governed by the provisions of Tenn. Code § 66-27-701, *et seq.* (the "Act"); and

WHEREAS, the terms and provisions of this Amendment comply with the Act; and

WHEREAS, a meeting of the membership of the Association has been held, or this Amendment has been approved by the Association in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and: (i) with regard to those amendments to the Declaration, this Amendment to the Declaration was properly approved and signed by Owners holding not less than seventy-five percent (75%) of the votes of the membership with their signatures evidenced by these certain attachments attached hereto and made a part hereof, collectively, as **EXHIBIT "A"**; (ii) with regard to those amendments to the Bylaws, this Amendment to the Bylaws was properly approved by Owners holding not less than a majority of the votes of the membership; and (iii) any and all due notice was sent to the institutional holders of first mortgages on Lots at Greystone prior to the recordation of this Amendment, as confirmed by the signatures of the President and Secretary of the Association below.

NOW, THEREFORE, the Declaration and the Bylaws are hereby amended as follows:

1. **VOTING RIGHTS IN THE DECLARATION AND THE BYLAWS:** The third (3rd) sentence (being the final sentence) of the third (3rd) paragraph of Article III, Section 1 of the Declaration and the third (3rd) sentence (being the final sentence) of Article IV, Section 7 of the Bylaws are hereby deleted in their entirety
2. **QUORUM IN THE DECLARATION:** Article III, Section 3 of the Declaration is hereby deleted in its entirety, it being the intent of the members of the Association that quorum be addressed in the Bylaws of the Association
3. **CLARIFICATION REGARDING LANDSCAPE CONTROLS:** Article V, Section 1 of the Declaration is hereby amended to add the following to the end of the existing first (1st) paragraph:

For the purposes of this Amendment and the Declaration, "landscaping" and the authority of the Association or the Architectural Committee to review and or approve landscaping shall be limited to the planting of new trees, grading, removal of live trees, the landscaping or re-landscaping of majority of an existing front yard as determined by the Architectural Committee, installation of irrigation systems, and the sodding or re-sodding of yards. The replacement (with substantially the same plantings) or removal of the remains of dead or damaged trees or vegetation does not require the consent or approval of the Architectural Committee.

4. **REVISION ON RESTRICTIONS REGARDING BUSINESS ACTIVITIES:** Article VII, Sections (b) and (h) of the Declaration are hereby amended to add the following to the end of the existing sections:

Anything in the Declaration to the contrary notwithstanding, no recurring business activity of any kind

whatsoever shall be conducted on any Lot (for the purposes of this Amendment and the Declaration, "recurring business activity" does not prohibit telecommuting, but does prohibit any nuisance or increased business traffic to and from the Lot as determined by the Board in its sole and reasonable discretion).

5. SATELLITE DISHES: Article VII, Section (c) of the Declaration is hereby amended to add the following to the end of the existing section:

Except as otherwise provided herein, radio, television transmission, receiving towers, and or antennae are not acceptable and will not be approved or allowed. Without prior written approval and the authorization of the Architectural Committee, as such term is defined herein in Article V of the Declaration, no exterior satellite dish or antennae shall be placed, allowed, or maintained upon any portion of the improvements located upon a Lot in Greystone nor upon any structure situated upon a Lot in Greystone. In the event such approval is granted, the size and location must be approved by the ARC. This section is intended to comply with existing OTARD (Over the Air Reception Device) regulations as such may be amended from time to time. Anything in the CCRs the contrary notwithstanding, a Lot owner may install or have installed one (1) meter in diameter on the improvements on his Lot without any authorization or approval from the ARC provided such satellite dish is installed on the rear of such improvements and is otherwise not readily visible from the right-of-way to the front of such improvements.

6. MERGER OF LOTS: Article VII, Section (d) of the Declaration is hereby amended to add the following to the end of the existing section:

The foregoing notwithstanding, two or more Lots at Greystone may be combined or merged into one Lot with the approval of the Association's Architectural Committee. Such approval shall be acknowledged by the notarized signatures of the President and Secretary of the Association and the Chairperson of the Architectural Committee. Any provision of the Declaration to the contrary notwithstanding, no amendment of the Declaration shall be required to combine or merge two or more Lots at Greystone (the approval above being the sole Association approval required). Any Lot Owner seeking to combine or merge Lots shall: (i) obtain all necessary governmental approvals and (ii) record any and all necessary plats evidencing the merger and combination of such Lots.

7. PARKING OF CERTAIN VEHICLES: Article VII Section (g) of the Declaration is hereby deleted in its entirety with the following substituted in its place:

No recreational or commercial vehicles, including but not limited to commercial trucks, modular homes or storage units, boats, boat trailers, house trailers, camping trailers, or similar type vehicles and items shall be kept on any portion of Greystone or any Lot unless within the enclosed garage or behind a wood fence in the rear yard of a Lot. It is strictly prohibited to store or park junk or inoperable automobiles on or about any of said Lots. All motorized vehicles parked at Greystone must be licensed and in operating condition. The Board of Directors may, in its discretion, promulgate reasonable rules and regulations regarding the use of the private roads and drives in the development.

8. COVENANTS REGARDING PETS: Article VII, Section (k) of the Declaration is hereby deleted in its entirety with the following substituted in its place:

No animals of any kind shall be raised, bred, or kept on any Lot, except that cats or other household pets may be kept provided that they: (i) are not kept, bred, or maintained for any commercial purpose and (ii) do not become an unreasonable nuisance or annoyance to neighbors. For the purposes of the Declaration, "household pets" shall include such traditional animals, such as dogs, cats, rabbits, birds, and fish. No reptiles, wildlife, or domestic variations of farm animals shall be kept in or on Lots at Greystone. The association may promulgate reasonable rules and regulations regarding the keeping of pets at Greystone. Lot Owners must pickup all solid waste of their pets and dispose of such wastes appropriately. All pets must be kept on a leash when not confined either within the improvements or the fence located upon a Lot. Without limiting the generality of Article VII hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to require any pet to be permanently removed from Greystone. This Article VII, Section (k) shall not prohibit the keeping of fish or a caged household

type bird(s) on a Lot, provided that a bird(s) does not become a nuisance or annoyance to neighbors. Notwithstanding any of the foregoing, however, neither this Article VII, Section (k): any other provision of the Declaration: nor any rule or regulation of the Association shall be enforced, adopted, or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Lot to keep and use a seeing-eye dog or other properly certified assistive or service animal for purposes provided for in any local, state, or federal law, statute, or ordinance protecting the applicable person's right to do so.

9. EXEMPTION FROM ASSESSMENTS FOR DEVELOPER-DECLARANT: The fourth (4th) and fifth (5th) sentences of Article IX, Section 1 of the Declaration are hereby deleted in their entirety with the following substituted in their place:

The existing Developer-Declarant shall not be required to pay assessments on any Lot owned by it. With the exception of any entity owned by a member, partner, or shareholder of the existing Developer-Declarant as of the date of recordation of this Amendment, this right shall not be assigned, assumed, or otherwise transferred to any other entity or individual.

10. DUE DATE FOR REGULAR ASSESSMENTS: The third (3rd) sentence (being the last sentence) of Article IX, Section 3 of the Declaration is hereby deleted in its entirety with the following substituted in its place:

The Board of Directors, in its sole discretion, shall set the due dates for the regular assessments each year, with the Board determining whether such assessments are payable annually, quarterly or monthly. Any assessments (whether special or regular) not paid within fifteen (15) days of when due shall be deemed delinquent and shall become a lien upon the Lot as more particularly provided herein.

11. SPECIAL ASSESSMENTS: Article IX, Sections 4 and 7 of the Declaration are hereby deleted in their entirety with the following substituted in their place:

In addition to the regular, annual assessments authorized by the Declaration, the Association may, from time to time, levy a special assessment or assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an improvement for which the Association is specifically responsible, or for such other purposes as the Board may consider necessary, provided that such assessment is not disapproved or otherwise vetoed by the vote of Members holding two-thirds (2/3rds) of the total number of Member votes eligible to be cast. A special meeting of the members shall be duly-called for this purpose within sixty (60) days of the Board levying such assessment if requested by the members, written notice of which shall be sent to all members as provided in the Bylaws, and which notice shall set forth the purpose of the special meeting. The failure of a quorum to be achieved at such a special meeting shall not in any way impact or otherwise affect the validity of the Board's decision to levy such a special assessment. If the special assessment is not disapproved or otherwise vetoed at a duly-called meeting of the Association within sixty (60) days of the Board levying such special assessment. then the membership shall no longer be permitted to disapprove or veto such special assessment approved the Board (though it will retain such authority as to future assessments as provided herein).

12. ORDER OF PAYMENT IN THE EVENT OF NONJUDICIAL FORECLOSURE: The second (2nd) sentence of the second (2nd) paragraph of Article IX, Section 9(b) of the Declaration is hereby deleted in its entirety with the following substituted in its place:

The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied as follows: (i) to the payment of all cost, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also, an attorneys' fees which arise on account of the execution of this conveyance, or the enforcement of said lien and the expenses of any such litigation; (ii) to the payment of all the Assessments herein secured, and any sums expended in the protection of the Lot as herein authorized; (iii) to the payment of all taxes and other recorded liens which may be unpaid on the Lot: and (iv) the residue, if any, will be paid to Trustors, their order, representatives, or assigns.

13. REMOVAL OF ACCELERATION OF INSTALLMENTS: Article IX, Section 11 of the

Declaration is hereby deleted in its entirety.

14. ENFORCEMENT: Article X of the Declaration is hereby deleted in its entirety with the following substituted in its place:

The Association shall have the right to enforce the covenants and restrictions contained in the Declaration or applicable to Greystone by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants, and failure by the Association or any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expenses of enforcement including court costs, expenses, and attorney's fees, by the Association or Member shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

15. AMENDMENT: Article XI, Section 4 of the Declaration is hereby deleted in its entirety with the following substituted in its place:

Amendments to the Declaration shall be effected as follows: notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than ten (10%) of the Members of the Association. Proposed amendments must be approved by the affirmative vote of Lot Owners holding sixty-seven percent (67%) (being at least 54 Lot Owners) of all Owner votes. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association and (ii) recorded in the Register's Office.

16. PROHIBITION AGAINST LEASING: The Declaration are hereby amended to add the following Article XIII:

ARTICLE XIII
PROHIBITION AGAINST LEASING

(i) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an Owner of a Lot at Greystone after the date of recordation of this Amendment is prohibited from leasing, or entering into a lease-purchase or similar contract for that Lot or any portion thereof. It shall be a violation of this Article subject to written waiver by the Board of Directors, in their sole and absolute discretion, if an Owner, or if more than one Owner, at least one of the Owners (including an Owner who may own less than 100% of the ownership interest in any Lot) shall not occupy the Lot on a permanent basis. It shall also be a violation of the Article, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person lives on any Lot without paying any rental or lease payment unless an Owner also occupies such Lot. For purposes of the preceding sentence, it shall not be a violation of this Article if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot "temporarily resides" in the Lot. A person "temporarily resides" in the Lot without violating this Article is meant to include persons commonly known as house sitters or other persons who stay in the Lot while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Lot, while the Owner is absent. Such "Temporary Residence" by a person not an Owner shall not exceed a total of six weeks in any one calendar year.

(ii) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause, desires to lease a Lot or any part thereof, or if an Owner wishes to extend any period of Temporary Residence as described in the preceding paragraph for a period longer than six weeks, then such Owner shall make application to the Board of Directors which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this Article upon such conditions and under such circumstances as the Board of Directors, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Article.

(iii) It is the express intent of this Article that the prohibition against leasing shall apply only to persons who obtain title to their Lot subsequent to the date of recordation of this Amendment. Lot Owners who acquired title to their Lot prior to the date of recordation of this Amendment or who are otherwise exempted from the prohibitions of this Amendment shall be permitted to lease such Lot acquired prior to the date of recordation of this Amendment except as expressly provided in Article XIII(vi) below.

(iv) Further, the prohibition contained herein shall not apply to institutional holders of a mortgage or deed of trust who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure (the provisions of this prohibition against leasing shall apply to the holders of a mortgage or deed of trust, involved in seller financing or a similar transaction, who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust as a result of a judicial sale, or any proceeding in lieu of foreclosure). The prohibition against leasing herein contained shall also not apply to: a) individual persons who acquire title to a Lot by devise, inheritance, or operation of law from an Owner who is an Owner on the date of recordation of this Amendment in the Register's Office of Shelby County, Tennessee; b) to any person who is an Owner on the date of recordation of this Amendment and who conveys their Lot to a living trust the beneficiaries of which are the Owners or their spouse, child, parent or sibling; or c) to any spouse, child, parent, or sibling of an Owner who acquires title by *intervivos* conveyance from an Owner who is an Owner on the date of recordation of this Amendment. In the event of any inconsistencies or contradictory language between this Article and any other provisions of the Declaration, then the provisions of this Article shall control.

(v) If a Lot is owned by a limited liability entity (the "Limited Liability Entity") including, but not limited to, a corporation, whether for profit or not for profit, a limited liability company, limited liability partnership, or limited liability company, it shall be a violation of this Article, subject to written waiver by the Board of Directors, if the Lot is not occupied on a permanent basis by one of the following: an officer, director, Shareholder, member or partner of such Limited Liability Entity.

(vi) The foregoing notwithstanding, all Lot Owners, including those who took title prior to the recordation of this Amendment, are prohibited from leasing all or any portion of their lot for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short term rentals under arrangements such as a home exchange or time share, and also under such programs, commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Article XIII(vi), any Lot Owner may apply for a waiver under Article XIII(ii) to the Temporary Leasing Prohibition of this Article XIII(vi).

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

17. ANNUAL MEETING: Article IV, Section 2 of the Bylaws is hereby deleted in its entirety with the following substituted in its place:

The annual meeting of the Membership of the Association in each year shall be held between the months of January and April, on the particular day, hour, and location a determined and designated by the Board of Directors. Written notification of the Annual Meeting shall be given to the Members as provided in the Bylaws. At such meeting there shall be elected by secret written ballot of Members a Board of Directors in accordance with the requirements of Article V of the Bylaws. The Members may also transact such other business of the Association at the annual meeting as may properly come before them.

SPECIAL MEETINGS: Article IV, Section 3 of the Bylaws is hereby deleted in its entirety with the following substituted in its place:

In order to comply with the provisions of Term. Code 48-57-102(a), special meetings of the Association may be called by: (i) the President, (ii) a majority of the Board of Directors, or (iii) Unit Owners holding at least ten percent (10%) of the votes entitled to be cast by the members of the Association. Business transacted at a special meeting shall be strictly confined to the purposes stated

in the notice for such special meeting.

18. **QUORUM:** Article IV, Section 5 of the Bylaws is hereby deleted in its entirety with the following substituted in its place:

The attendance of Members holding twenty-five percent (25%) (being 20 Lot Owners) of the votes of the Association shall constitute a quorum for the transaction of business at any annual meeting of the Members. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

19. **PROXIES:** Article IV, Section 8 of the Bylaws is hereby deleted in its entirety with the following substituted in its place:

Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

20. **ELECTION AND TERM OF OFFICE OF DIRECTORS:** Article V, Section 4 of the Bylaws is hereby deleted in its entirety with the following substituted in its place:

Except as otherwise provided herein, the Members of the Board of Director, shall be elected by written ballot or written proxy at the annual meeting of the Members and shall serve for a three (3) year term or until their successors are elected and qualified. In addition, the term of the Directors are to be staggered to ensure that Directors with corporate knowledge of the Association remain on the Board. Nominations shall be taken from the floor at the annual meeting. In order to establish the staggered Board of Directors, beginning with the annual meeting in 2023, the Association shall elect three (3) Directors. of which one (1) Director shall serve for a three (3) year term, one (1) Director shall serve for a two (2) year term, and one (1) Director shall serve for a one (1) year term. In 2024 at the annual meeting, the Association shall elect one (1) Director to a three (3) year term. Subsequently, all Directors shall be elected to three (3) year terms (unless the Director is being elected to serve an unexpired term).

21. **AMENDMENTS:** Article X, Section 1, of the Bylaws is hereby deleted in its entirety with the following substituted in its place:

These Bylaws may be amended by an affirmative vote of sixty-seven percent (67%) (being 54 Lot Owners) of the Members of the Association at an annual or special meeting. Such changes to these Bylaws must be in writing and executed and acknowledged by the President and Secretary of the Association and recorded in the Register's Office to become effective.

22. **NOTICE TO BOARD:** Article XI of the Bylaws is hereby deleted in its entirety.

23. **RECITALS:** The foregoing recitals are true and accurate.

24. **CAPITALIZED TERMS:** All capitalized terms not otherwise defined in this Amendment shall have the same meanings provided for in the Declaration and Bylaws.

25. **FULL FORCE AND EFFECT:** Except as modified herein, all other terms and provisions of the Declaration and Bylaws shall remain in full force and effect as if this Amendment had been incorporated in the Declaration and Bylaws as originally executed.

26. **CONFLICT:** In the event of any conflict between the terms and provisions of this amendment and the Declaration or the Bylaws, the terms and provisions of this

Amendment shall control.

27. **CERTIFICATION OF MAILING**: By executing this Amendment, the President and Secretary of the Association acknowledge and certify that, in accordance with the Bylaws of the Association, all members of the Association were mailed notice of this Amendment prior to any vote being held on this Amendment in accordance with the Act.

IN WITNESS WHEREOF, a meeting of the membership of the Association has been held, or this Amendment has been approved by the Association in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and: (i) with regard to those amendments to the Declaration, this Amendment to the Declaration was properly approved and signed by Owners holding not less than seventy-five percent (75%) of the votes of the membership with their signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as **EXHIBIT "A"**; (ii) with regard to those amendments to the Bylaws, this Amendment to the Bylaws was properly approved by Owners holding not less than a majority of the votes of the membership; and (iii) any and all due notice was sent to the institutional holders of first mortgages on Lots at Greystone prior to the recordation of this Amendment, as conformed by the signatures of the President and Secretary of the Association below.

ARTICLE I: DEFINITIONS

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

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

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

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

Section 5. "Declarant" shall mean and refer to Greystone General Partnership, or the duly appointed agent or representative, successors and assigns of Declarant.

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

Section 7. "Fine" shall mean the definition set forth in Article IX, Section 10, below.

Section 8. "Improvements" shall mean the structures, walls, pavements, plantings, and other additions built or placed on the Lots or Common Area. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot. In the event that by reason of construction, settlement, reconstruction or shifting of the Improvements, any, minor part of the Improvements reasonably intended for a particular Lot lies outside that Lot, then the Association may establish an easement of use which shall apply thereto in favor of the Lot on which the Improvements were intended.

Section 9. "Lot" shall mean and refer to one of the seventy-eight (78) Lots as shown on the Final Plan and to Lots on any additions to the Property and the Improvements on said Lots, reference being made to the Warranty Deeds conveying individual Lots for an exact description of said Lots.

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

Section 11. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities own fee simple title to any Lot, including Declarant to the extent it owns

any Lots, but excluding those having such interest merely as security, for the performance of an obligation ("the Mortgagee"), provided that if the Mortgagee shall succeed to title to a Lot, then the Mortgagee shall be an Owner for purposes hereof.

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

Section 13. "Planned Development" or "Final Plan" shall mean the Greystone, P.D. recorded in the Register's Office of Shelby County, Tennessee, in Plat Book ____, Page _____, as amended from time to time.

Section 14. "Property" shall mean and refer to that certain real property described on Exhibit "A" attached hereto. Hereafter, at its election, the Declarant may, by the filing of a written certificate signed by Declarant and filed in the Register's Office, bring Additional Property within the jurisdiction of the Association and subject to this Declaration to be developed as future residential property. In the event the Additional Property is subjected to this Declaration as provided above, the amount of the Assessment for each Lot contained within the Additional Property shall be initially determined by Declarant, and thereafter Assessments for all such Lots and the voting rights attributable to such Lots shall be governed in accordance with the provisions of this Declaration, which may be amended by Declarant to incorporate the Additional Property with respect thereto. Anything to the contrary notwithstanding, no Additional Property shall be subjected to this Declaration by Declarant until the development of the Additional Property shall have been substantially completed. The Owners of any Lots located within the Additional Property shall be entitled to the same rights with regard to the Common Area as are afforded to all Lot Owners. In the event the Additional Property is subjected to this Declaration, the term "Property" shall be deemed to also include the Additional Property.

ARTICLE II: MEMBERSHIP

Every Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an ownership interest merely as security, for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

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

ARTICLE III: VOTING RIGHTS

Section 1. Voting. A Member of the Association shall be entitled to one (1) vote for each Lot owned by the Member. When more than one person holds an interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as the Owners of such Lot shall determine, but in no event shall there be more than one (1) vote with respect to any Lot.

Declarant shall be entitled to two votes per Lot for each Lot owned by it until seventy-five (75%) percent of all Lots included in the Property (including any Lots within Additional Property subjected to the provisions hereof prior to the sale of seventy-five percent (75%) of the original seventy-eight (78) Lots) shall have been initially conveyed by Declarant, after which time Declarant shall be entitled to one (1) vote per Lot for each Lot which Declarant then still owns.

At every meeting of the Association, the Members shall have the right to cast their votes as specified herein on each question. The votes representing a fifty-one percent (51%) majority, of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of any statute or ordinance or of the corporate Charter or this Declaration or the Bylaws, a different vote is required, in which case such express provision shall govern and control.

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

ARTICLE IV: PROPERTY RIGHTS AND EASEMENTS

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

- (a) The right of the Association to limit the number of guests of Members in the use of the Common Area.
- (b) The right of the Association to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to have the Common Area mortgaged by the Association.
- (c) The right of the Association to have all or any part of the Common Area dedicated or transferred by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Association.
- (d) The right of the Association to suspend this right and easement of enjoyment of and to fine a Member for any period during which any assessment against his Lot is delinquent, or during which a Member is in violation of published Rules and Regulations adopted by the Association.
- (e) The right of the Association to adopt Rules and Regulations pertaining to the Common Area for the benefit of the Owners.

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

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association prior to or simultaneously with the conveyance of the last Lot on the Property.

Section 4. Easements. The Declarant shall have the right from time to time to

declare, grant and convey utility, telephone, and other easements for the benefit of the Association and Owners over, under, and across the Lots and Common Area.

Section 5. Easements for Landscaping, etc. The Declarant hereby reserves for itself and the Association a perpetual use easement on Lot 1, and Lots 23, 41, 54 and 60 as shown on Exhibit "E" attached hereto. The purpose of the easements shall be for the maintenance of the common improvements being landscaping, irrigation, walls and monuments constructed, lighting and, in general, the continued maintenance of said improvements. In addition, a similar easement is reserved on the future Phase IV as shown on said Exhibit "E" and the current owner of the future Phase IV has joined herein for the purpose of granting said easement.

ARTICLE V: CONTROL OF IMPROVEMENTS

Section 1. Control of Improvements. No Improvement or change, including, but not limited to, the construction, alteration or erection of any structure or residence, terrain change, fence, driveway, walkway, landscape screening, mailbox, outdoor lighting fixture, any sanitary and/or storm sewer system, underground wiring, swimming pool, pool deck, or the removal of any existing tree or trees which are six inches in caliper or larger when measured at a point two feet above the ground, shall be commenced, erected, placed or permitted on any Lot until the plans, specifications and specific location (including elevation) of said Improvement or change has been approved in writing, or the requirement for such approval has been waived in writing by the Architectural Committee appointed by the Board of Directors of the Association. Architectural Committee members shall serve at the pleasure of the Association or its assigns. In the event that the Architectural Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, the approval will not be required, and this section will be deemed to have been fully complied with. The Architectural Committee reserves the right to require the submission of designs, material selections and layouts of proposed improvements or changes at different stages of the design process, and further reserves the right to specify the information required therein as well as the format thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but, in any event, shall include (i) a site plan of the Lot showing the nature, color scheme, kind, shape, height, materials and location with respect to said Lot section (including proposed front, rear and side setbacks) of all structures, fences, or barriers, and location of all parking spaces and driveways on the Lot, and (ii) grading, drainage, irrigation and landscaping plans for the particular Lot. All areas of a Lot visible from the street shall be irrigated with an automatic irrigation system.

Before such plans, specifications and design as required in this Section shall be submitted for approval, same must be prepared by a professional architect or plan designer currently approved by the Architectural Committee, and in the case of site improvements, by a professional landscape architect approved by the Architectural Committee. Additionally, said submittal shall include an architectural review fee set from time to time by the Architectural Committee to cover the costs of review and inspection.

Any Owner constructing a residence may only proceed with his or her construction on a stage-by-stage basis, subject to the approval at each stage by the Architectural Committee.

The architect or plan designer must make a minimum of three (3) inspections and after each inspection, he shall certify that the house is being constructed in substantial accordance with the plans and specifications drawn and approved by the Architectural Committee prior to the construction. Required inspections shall be: 1) framing, 2) final building, and 3) final landscaping. No construction may proceed into the next stage of construction until the Architectural

Committee has received certification from the architect or plan designer that the proceeding stage of construction is in compliance. The initial approval of plans and specifications by the Architectural Committee shall allow and permit construction of only footings, foundations, initial site work and framing. Upon approval of the Owner's architect and certification by such architect to the Architectural Committee in writing that the foregoing are in accordance with the approved plans, then the Owner may proceed to the final building stage. Upon final completion of the residence, but before final landscaping, the Owner's architect shall give its certification to the Architectural Committee in writing that the residence has been built in accordance with the approved plans and is substantially complete. Then the Owner may proceed with final landscaping, with the Owner's architect to give its certification to the Architectural Committee after completion of landscaping that such landscaping has been completed in accordance with the approved plans.

If any improvement or change requiring approval shall be undertaken on a Lot and said approval has not been obtained from the Architectural Committee, or if any Improvement or change which is not in conformance with approved plans and specifications shall be undertaken on a Lot, said Improvement or change shall be deemed to have been undertaken in violation of these covenants; and, upon written notice of the Architectural Committee, any such Improvement or change deemed to be in violation shall be removed or altered so as to extinguish such violation. If, thirty (30) days after the notice of such violation, the owner or owners of such Lot in question shall not have taken reasonable steps toward the removal or alteration of the same, Declarant, its representative, or the Architectural Committee shall have the right, through its agent, to enter said Lot and to take such steps as may be necessary to extinguish such violation and Fine the Owner, and all costs, the Fine, expenses, and attorney fees pertaining thereto shall be a binding obligation of the Owner as well as a lien on the Lot in question, upon the recording of such with the Register's Office of Shelby County, Tennessee. Any lien so recorded shall be subordinate to the lien of any existing deed of trust. Any agent of the Declarant or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and Improvements thereon for the purposes of ascertaining whether the maintenance of such Lot, and the maintenance, construction or alteration of structures thereon, are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by such entry, or inspection. For the purpose of ensuring the development of the Lots as an area of high standards, and to ensure reasonable compatibility of architectural designs, Declarant and the Architectural Committee shall have the power to control all Improvements as set forth in this Article, as well as to make such exceptions to these covenants, and to waive particular violations, as either shall deem necessary, appropriate or proper.

For the purposes of this Amendment and the Declaration, "landscaping" and the authority of the Association or the Architectural Committee to review and or approve landscaping shall be limited to the planting of new trees, grading, removal of live trees, the landscaping or re-landscaping of majority of an existing front yard as determined by the Architectural Committee, installation of irrigation systems, and the sodding or re-sodding of yards. The replacement (with substantially the same plantings) or removal of the remains of dead or damaged trees or vegetation does not require the consent or approval of the Architectural Committee.

Section 2. Landscape Treatment of Street and Other Common Areas. The nature and extent of landscaping of streets and other Common Areas shall be determined by Declarant initially. Any future landscape treatment shall be provided by the Association after approval of the plans by the Architectural Committee.

Section 3. Certificate of Compliance. Upon completion or alteration of any Improvement on any Lot undertaken and completed in accordance with plans and specifications approved by the Architectural Committee, and on written request of the Owner of Such Lot, a Certificate of Compliance shall be issued in a form suitable for recordation. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this paragraph shall be prima facie

evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such Certificate shall be conclusive evidence that all Improvements and/or alterations described therein comply with all requirements of this Declaration.

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

Section 5. Non-Liability. Neither Declarant nor the Architectural Committee nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

ARTICLE VI: PROPERTY MAINTENANCE

Section 1. General Maintenance. The Association shall generally provide for the maintenance of all Improvements located on Common Area and those common improvements in easement areas identified in Exhibit "E". The Association shall establish a budget and assessments for such expenditures and the disbursement and application of such Assessments.

The Association shall make necessary arrangements to maintain the Common Area on said plat and maintain and replace the improvements on the Common Area including the wall on Rocky Point Road, the private roadways, pedestrian ways, gates, guard house, ancillary structures and common parking areas, and private sewer and drainage facilities serving the Property and to pay taxes and all other necessary expenses, including all types of liability insurance in connection with ownership of said common areas, which shall be paid by the Association through the Assessments.

Each Owner shall be responsible for the interior and exterior maintenance of his Lot and Improvements, including, but not limited to, all exterior walls of dwellings, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, driveways, painting, street lights, private drives, plumbing and electrical repairs. In the event an Owner of any Lot shall fail to maintain his or her Lot and the Improvements thereon in a manner reasonably satisfactory to the Association, and/or in keeping with other Lots, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the Assessment of that Lot. Additionally, each Owner shall be responsible for the maintenance and repair of the curb adjoining the private right-of-way, which is contiguous to the Owner's Lot. The cost of said maintenance, expenses and attorneys fees shall be a binding obligation of the owner as well as a lien on the Lot in question upon recording of such notice with the Register's Office of Shelby County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorneys fees, and interest from the date of any expenditure at the maximum legal rate of interest.

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

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

Section 3. Street Lights. Every owner shall purchase, install, wire, power, and maintain

a street light with photo cell to the specifications and exact location by the Architectural Committee prior to the final building inspection for any dwelling built thereon. The Association shall have the right, but not an obligation, to enter each Lot to provide additional maintenance.

ARTICLE VII: USE RESTRICTIONS

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

(a) Declarant or the Board of Directors, as the case may be, shall develop and maintain from time to time a set of Rules and Regulations governing the day to day use of the Lots and Common Area by the Owners thereof. Such Rules and Regulations may be amended by a majority vote of the Board of Directors.

(b) None of said Lots shall be used for other than single-family residence purposes, and all Improvements erected on any Lot shall conform with all applicable requirements promulgated by any public authority having jurisdiction over the Property. Anything in the Declaration to the contrary notwithstanding, no recurring business activity of any kind whatsoever shall be conducted on any Lot (for the purposes of this Amendment and the Declaration, "recurring business activity" does not prohibit telecommuting, but does prohibit any nuisance or increased business traffic to and from the Lot as determined by the Board in its sole and reasonable discretion).

(c) No house, trailer, tent, shack, barn, temporary building, temporary toilet facility, satellite dish, antenna, outbuilding, or guest house shall be erected on any of said Lots without approval in writing of the Association. Ancillary Structures such as detached garages, storage buildings and pool houses, if allowed by the architectural committee, must be constructed of materials consistent with the main residence on the Lot Except as otherwise provided herein, radio, television transmission, receiving towers, and or antennae are not acceptable and will not be approved or allowed. Without prior written approval and the authorization of the Architectural Committee, as such term is defined herein in Article V of the Declaration, no exterior satellite dish or antennae shall be placed, allowed, or maintained upon any portion of the improvements located upon a Lot in Greystone nor upon any structure situated upon a Lot in Greystone. In the event such approval is granted, the size and location must be approved by the ARC. This section is intended to comply with existing OTARD (Over the Air Reception Device) regulations as such may be amended from time to time. Anything in the CCRs the contrary notwithstanding, a Lot owner may install or have installed one (1) meter in diameter on the improvements on his Lot without any authorization or approval from the ARC provided such satellite dish is installed on the rear of such improvements and is otherwise not readily visible from the right-of-way to the front of such improvements..

(d) No Lot shall be subdivided except that Declarant may allow a Lot(s) or a portion of the Lot to be combined with an adjoining Lot to create one single-family residence thereon. The foregoing notwithstanding, two or more Lots at Greystone may be combined or merged into one Lot with the approval of the Association's Architectural Committee. Such approval shall be acknowledged by the notarized signatures of the President and Secretary of the Association and the Chairperson of the Architectural Committee. Any provision of the Declaration to the contrary notwithstanding, no amendment of the Declaration shall be required to combine or merge two or more Lots at Greystone (the approval above being the sole Association approval required). Any Lot Owner seeking to combine or merge Lots shall: (i) obtain all necessary governmental approvals and (ii) record any and all necessary plats evidencing the merger and combination of such Lots.

(e) Setback lines shall be not less than those required by the City of Memphis and/or Shelby County regulations, but no less than those shown on Exhibit "B" or as required by the Architectural Committee. The Architectural Committee shall have the right to control absolutely the precise setback, finished floor elevation, and the location of any house, residence or other structure upon all Lots in the Planned Development. Such location shall be determined only after reasonable opportunity, has been afforded to the Lot Owner to recommend a specific site. The setback standards shall be forty five (45) feet for the front yard and ten (10) feet for side lines, unless modified by the Architectural Committee. The decision of the Architectural Committee shall be controlling under any circumstances.

(f) Residences constructed on Lots 1 – 80e shall contain not less than three thousand five hundred (3,500) square feet of enclosed and heated floor area exclusive of carport, garage, and open porches.

(g) No recreational or commercial vehicles, including but not limited to commercial trucks, modular homes or storage units, boats, boat trailers, house trailers, camping trailers, or similar type vehicles and items shall be kept on any portion of Greystone or any Lot unless within the enclosed garage or behind a wood fence in the rear yard of a Lot. It is strictly prohibited to store or park junk or inoperable automobiles on or about any of said Lots. All motorized vehicles parked at Greystone must be licensed and in operating condition. The Board of Directors may, in its discretion, promulgate reasonable rules and regulations regarding the use of the private roads and drives in the development.

(h) No business activity of any kind whatever shall be conducted in any building or in any portion of said property; provided, however, the foregoing covenants shall not apply to the business activities, signs, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns, during the development and sales period of Lots in the Planned Development. The Architectural Committee shall regulate non-Declarant real estate "for sale" or "built by" signs as to content, size, color, typeface and location.

(i) Easements for utility and drainage are reserved as shown on the Final Plan. No Owner shall, within any such easement areas or at other locations whether within or without designated easement areas, place or permit any structures, fencing, plants or other material which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage established by Declarant. Further, no Owner shall install any Improvements or modify any existing grades in such a manner as would impair the positive, natural flow of water from or onto the Owner's Lot. The easement area and drainage facilities on each Lot shall be maintained continuously by the Owners of such Lot.

(j) No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

(k) No animals of any kind shall be raised, bred, or kept on any Lot, except that cats or other household pets may be kept provided that they: (i) are not kept, bred, or maintained for any commercial purpose and (ii) do not become an unreasonable nuisance or annoyance to neighbors. For the purposes of the Declaration, "household pets" shall include such traditional animals, such as dogs, cats, rabbits, birds, and fish. No reptiles, wildlife, or domestic variations of farm animals shall be kept in or on Lots at Greystone. The association may promulgate reasonable rules and regulations regarding the keeping of pets at Greystone. Lot Owners must pickup all solid waste of their pets and dispose of such wastes appropriately. All pets must be kept on a leash when not confined either within the improvements or the fence located upon a Lot. Without limiting the generality of Article VII hereof, violation of the provisions of this paragraph shall entitle the Association to all its rights and remedies, including, but not limited to, the right to require any pet to be permanently removed from Greystone. This Article VII, Section (k) shall not prohibit the keeping of fish or a caged household type bird(s) on a Lot, provided that a bird(s) does not become a nuisance or annoyance to neighbors. Notwithstanding

any of the foregoing, however, neither this Article VII, Section (k): any other provision of the Declaration: nor any rule or regulation of the Association shall be enforced, adopted, or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Lot to keep and use a seeing-eye dog or other properly certified assistive or service animal for purposes provided for in any local, state, or federal law, statute, or ordinance protecting the applicable person's right to do so.

(l) No debris, trash, ashes or other refuse may be thrown or dumped on any of the Lots. Debris and trash during the construction of an Owner's improvements shall be collected by each Owner (or his or her representative) in containers approved by the Architectural Committee and periodically removed so that no unsightly condition occurs on the Lot or adjoining Lots.

(m) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner of the Lot is ready to commence construction or renovation of improvements. Building materials shall be kept in an organized and compact manner and appropriate measures taken to prevent unsightliness during construction.

(n) Grass and vegetation on each Lot shall be kept mowed and cleared of any debris at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots by the Owner. Until an Improvement is built on the Lot, Declarant or the Association, in the discretion of either of them, may mow the grass and have dead trees and debris removed from such Lot, and the Owner of said Lot shall be obligated to reimburse the Declarant or the Association for the cost of such work. Such cost shall create a valid lien on said Lot which shall be enforceable as a special Assessment against the Lot should the Owner refuse or neglect to comply with the terms of this paragraph.

(o) No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on any Lot. In the event that any Owner or occupant of any property in the Planned Development shall fail or refuse to keep the premises free from weeds, underbrush, refuse piles, unused motor vehicles, or other unsightly growths or objects, then the agent of the Architectural Committee may enter upon the Lot and remove the same at the expense of the Owner and such entry shall not be deemed a trespass. In the event of such a removal, the Owner shall pay the expenses thereof.

(p) All equipment, building materials, garbage cans, service yards, playgrounds, wood piles, storage areas, and similar type items shall be kept screened by adequate planting or fencing so as to reasonably conceal them from view of neighboring Owners. In no event shall any of said items or uses be pertained in front yards. Corner Lots shall be considered to have a front yard on each side adjacent to the street. All rubbish, trash or garbage shall be regularly removed from the Lot. Vegetable gardens are restricted to the rear yard of the Lot.

(q) All exterior lighting on each Lot shall be constructed and maintained so as to provide such illumination as is necessary for that Lot only without unreasonably interfering with the peaceful enjoyment of any adjacent Owner.

(r) Owner's right of use of his Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations and laws and the use restrictions set forth in this Article, the more restrictive provision shall apply.

(s) No Owner shall permit any use of his Lot or any Improvement thereon for any purposes which shall increase the fire hazard to adjoining properties; or for any purpose or use in violation of local, state or federal statutes or ordinances.

(t) All exterior speakers are subject to regulation by the Association with regard to

decibel levels at Lot boundaries.

- (u) No garage shall face the street adjacent to the front of any residence constructed.

ARTICLE VIII: TERM OF DECLARATION

These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them, until the expiration of thirty (30) years after recordation of this document, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of two-thirds of the then Owners of all Lots, it is agreed to change or terminate said covenants, conditions and restrictions in whole or in part. The change, modification or rescission shall be effective upon recording of such instrument in the Register's Office.

ARTICLE IX: COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) regular Assessments or charges, to be collected either monthly, quarterly, or annually as the Association shall determine, (2) special Assessments for capital Improvements or other purposes, such Assessments to be fixed, established and collected from time to time as hereinafter provided, and (3) emergency Assessments as may be declared by the Board of Directors. The regular, special, and emergency Assessments, together with interest, costs and reasonable attorney's fees, if delinquent, shall be a charge and a continuing lien upon the Lot against which the Assessment is made until paid in full. Each such Assessment, together with interest, costs, and reasonable attorney's fees, if delinquent, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The existing Developer-Declarant shall not be required to pay assessments on any lot owned by it. With the exception of any entity owned by a member, partner, or shareholder of the existing Developer-Declarant as of the date of recordation of this Amendment, this right shall not be assigned, assumed, or otherwise transferred to any other entity or individual.

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

- (a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and
- (b) The amount of all taxes and assessments levied against the Association or upon any Property which it may own or which it is otherwise required to pay, if any; and
- (c) The cost of liability insurance and the cost of such other insurance as the Association may determine; and
- (d) The cost of funding all reserves established by the Association, including when appropriate, a general operating reserve and/or reserve for replacements; and

- (e) Any professional fees (architectural, legal and engineering) and compensation to the members of the Architectural Committee, provided no employees or agents of the Declarant may be entitled to compensation so long as Declarant is the owner of more than twenty-five percent (25%) of the Lots; and
- (f) Compensation for Directors not to exceed Three Hundred Dollars (\$300.00) per calendar year per Director as adjusted for inflation; provided, however, no such compensation shall be paid prior to 20 , and provided no employees or agents of the Declarant may be entitled to compensation, so long as Declarant is the owner of more than twenty-five percent (25%) of the Lots; and
- (g) The estimated and/or actual cost of all operating expenses, repairs, replacements, maintenance and replanting of the entry and other landscaped areas over which the Association has control; and
- (h) The estimated and actual cost of enforcing and policing all the terms, covenants, conditions, restrictions and other duties and obligations contained in this Declaration.

Section 3. Regular Assessments. The Association shall fix the regular Assessment at an amount sufficient to provide for the requirements hereof. The regular Assessment for each calendar year, and the basis for payment thereof, shall be determined by the Board of Directors. The Board of Directors, in its sole discretion, shall set the due dates for the regular assessments each year, with the Board determining whether such assessments are payable annually, quarterly or monthly. Any assessments (whether special or regular) not paid within fifteen (15) days of when due shall be deemed delinquent and shall become a lien upon the Lot as more particularly provided herein.

Section 4. Amendments to the Declaration shall be effected as follows: notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than ten (10%) of the Members of the Association. Proposed amendments must be approved by the affirmative vote of Lot Owners holding sixty-seven percent (67%) (being at least 54 Lot Owners) of all Owner votes. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association and (ii) recorded in the Register's Office.

Section 5. Special Assessments. In addition to the regular, annual assessments authorized by the Declaration, the Association may, from time to time, levy a special assessment or assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an improvement for which the Association is specifically responsible, or for such other purposes as the Board may consider necessary, provided that such assessment is not disapproved or otherwise vetoed by the vote of Members holding two-thirds (2/3rds) of the total number of Member votes eligible to be cast. A special meeting of the members shall be duly-called for this purpose within sixty (60) days of the Board levying such assessment if requested by the members, written notice of which shall be sent to all members as provided in the Bylaws, and which notice shall set forth the purpose of the special meeting. The failure of a quorum to be achieved at such a special meeting shall not in any way impact or otherwise affect the validity of the Board's decision to levy such a special assessment. If the special assessment is not disapproved or otherwise vetoed at a duly-called meeting of the Association within sixty (60) days of the Board levying such special assessment. then the membership shall no longer be permitted to disapprove or veto such special assessment approved the Board (though it

will retain such authority as to future assessments as provided herein).

Section 6. Emergency Assessments. In the event of any emergency situation, condition or occurrence affecting the life, health, safety or welfare of the Owners or Property of Owners, the Board of Directors, acting pursuant to this section, may declare an emergency Assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency Assessments, except for the amount and time of payment, shall be governed by all other provisions of this Declaration which pertain in general to all types of Assessments authorized herein. Such Assessments shall be borne uniformly by all Owners. The Board of Directors shall be duly protected and not liable for any mistake in judgment hereunder if the emergency Assessment was made in good faith.

Section 7. Pro Rata Assessment. Regular, special and emergency Assessments shall be pro rata for each Lot constituting a part of the Property (which will be recalculated if the Additional Property is incorporated as a part hereof) and may be collected on a yearly, quarterly or monthly basis.

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

Section 9. Effect of Non-Payment of Assessments.

(a) Remedies of the Association, Generally. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the due date at the rate set by the Association, or if no rate is set, at the highest rate allowed by law, plus a late charge equal to ten percent (10%) percent of the amount not paid when due. The Association may bring an action at law against the Owner to collect the Assessment or in equity to enforce the lien provided for herein or exercise its right of public sale as set forth herein below if payment is not made within thirty (30) days from the due date. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or Limited Common Area or abandonment of his Lot. The Owner of a Lot on which there are delinquent Assessments shall not be permitted to participate or vote in any meeting of the Association, and may, along with his guests and the occupants of his Lot, be prohibited, by properly adopted resolution of the Board of Directors, from using the Common Area or other privileges of membership in the Association.

(b) Enforcement of Lien. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and any assumption of the obligations by transferees as required hereunder, and to secure the payment of regular, special and emergency Assessments as provided for herein, any Fine(s), principal, interest and attorney's fees, a lien is expressly retained by the Association on each and every Lot. Such lien may be enforced by an action in a Court of equity for attachment of the Property and sale pursuant to Order of Court or, in the alternative, the Board of Directors of the Association shall have the authority and power to sell the Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such public sale if and only if such sale is made subordinate to any prior recorded lease, mortgage or deed of trust upon the Lot. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association the Assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a Receiver to collect the same. Any such sale shall be made after first advertising

the sale of the Lot for twenty-one (21) days by three (3) weekly publications in some newspaper in the County of Shelby, City of Memphis, State of Tennessee, giving notice of the time and place of such sale of the Lot. Written notice to the Owner is hereby waived and shall not be required. Any sale of Property to enforce a lien for delinquent and unpaid Assessments shall be free from equity of redemption, statutory right of redemption, homestead and dower and all other exemptions, all of which are expressly waived by the Owner, and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and prior recorded leases, mortgages or deeds of trust.

The Board of Directors shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey same. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied as follows: (i) to the payment of all cost, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also, an attorneys' fees which arise on account of the execution of this conveyance, or the enforcement of said lien and the expenses of any such litigation; (ii) to the payment of all the Assessments herein secured, and any sums expensed in the protection of the Lot as herein authorized; (iii) to the payment of all taxes and other recorded liens which may be unpaid on the Lot; and (iv) the residue, if any, will be paid to Trustors, their order, representatives, or assigns.

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

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

Section 10. Fine. The Architectural Committee, except as provided in Article XII, and/or Board of Directors of the Association shall have the right to impose a fine not to exceed Five Hundred Dollars (\$500.00) as adjusted annually by Consumer Price Index (Or any substitute index) for any one violation of the covenants contained herein. Such a fine shall be in addition to the remedies set forth previously, and shall not restrain the aforementioned entities from taking any or all of the remedies and actions outlined in this Declaration. A violation which continues after the provision of written notice shall be treated as a continuous violation and shall result in a fine of One Hundred Dollars (\$100.00), adjusted annually by Consumer Price Index, per day until the violation ceases. Fines shall be attributable to each Lot and shall be a personal obligation of the Owner and shall be secured by a lien on such Lot at the time they become payable, pursuant to notice given by the Board of Directors by billing or otherwise (whether or not such notice is received by the Owner), and such lien shall also cover interest and any necessary collection expenses, including attorneys fees, provided, however, that such lien shall be subordinate to real estate taxes and any deed of trust or mortgage to secure a bona fide indebtedness recorded prior to the giving of such notice, or within ten (10) days after receipt of a written acknowledgement from the Association that no charges are outstanding against such Lot.

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

Section 12. Additional Default. Any recorded mortgage or deed of trust secured by any

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

Section 13. Exempt Property. All Properties dedicated to and accepted by a local public authority and the Common Area shall be exempt from the Assessments created herein except as otherwise specifically provided.

ARTICLE X: ENFORCEMENT OF DECLARATION

The Association shall have the right to enforce the covenants and restrictions contained in the Declaration or applicable to Greystone by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants, and failure by the Association or any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expenses of enforcement including court costs, expenses, and attorney's fees, by the Association or Member shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder

ARTICLE XI: MISCELLANEOUS PROVISIONS

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

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

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

Section 4. Amendment. Subject to the limitations and rights contained in Articles III, VIII and IX hereof, these covenants, conditions and restrictions may be amended at any time during the initial term hereof or any extension thereof by an instrument signed by Members having not less than seventy-five percent (75%) of the total votes of the Association, with such amendment to be effective upon recording in the Register's Office.

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

Section 6. Contract for Property Management. Declarant may retain the services of a professional management company to manage and maintain the Common Areas of the Property.

Any such contract shall include a right of termination without cause which may be exercised by the Association at any time after the transfer of control from Declarant. There shall be no penalty for the right of termination by the Association and advance notice of termination shall be required of no more than ninety (90) days.

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

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

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

Section 8. Rerecording of Plat. By the acceptance of a Warranty Deed conveying title to a Lot, the Owner thereof shall be deemed to consent to amendments or modifications of the Final Plan of the Planned Development for purpose of technical corrections, boundary line adjustments, etc.; however, such Owners shall be entitled to receive notice of any public hearing which may be required prior to such amendment or modification.

Section 9. Easements for Utilities and Related Purposes. The Declarant and the Association are each independently authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or equipment for such purposes related to the provision of public utilities and other common services to the Property or any Lot(s) as may be considered necessary, appropriate or desirable by the Board of Directors or the Declarant for the preservation of the health, safety, convenience and/or welfare of the Owners and the Declarant.

Section 10. Grant of Easement. An easement is hereby granted to all police, fire protection, ambulance, security, garbage collection, and U.S. Postal Service persons to enter upon the streets and Common Areas in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Areas and any dwelling to perform the duties of maintenance and repair of the dwelling or Common Area provided for herein. Should any utility request a specific easement by separate, recordable document, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this section shall in no way affect any other recorded easements on said premises.

Section 11. General Easement. The Declarant, so long as it shall retain record title to any Lot or the Common Area, reserves the right and easement to the Common Area and any Lot or portion thereof as may be needed for repair, maintenance, construction, or marketing of

Planned Development improvements, including the removal of trees on such Lot or any other Lot in the Common Area.

Section 12. Insurance. The Association shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financially responsible and able companies, licensed to do business in Tennessee, covering the risks of:

(a) Bodily injury and property damage liability insurance in such limits as the Board of Directors may from time to time determine; and

(b) Worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, and subcontractors of the Association in the amounts and in the forms now or hereafter required by law; and

(c) Fidelity coverage against dishonesty of employees or any other persons handling funds of the Association, destruction or disappearance of money or securities and forgery and endorsements thereto covering any persons who serve the Association without compensation; and

(d) Insurance against such other risks of a similar or dissimilar nature as the Board of Directors shall deem appropriate with respect to the Property, including insurance on any personal property of the Association located thereon, and Directors and Officers liability insurance with respect to the actions of the Board of Directors and officers of the Association. The types of coverage and limits of all insurance carried pursuant to these provisions or failure to carry adequate coverage shall not be subject to question or claim against the Association or its Board of Directors. Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of such additional insurance carried by any Owner.

Section 13. Construction by Declarant. Notwithstanding any provisions herein to the contrary, it shall be expressly permissible for the Declarant to maintain, during the sale of said Lots, upon such portion of the Property as the Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the sale of said Lots, including without limitation, storage areas, construction yard, signs, and sales office.

Section 14. Changes by Declarant. Notwithstanding anything contained herein to the contrary, Declarant reserves the right for a period of five (5) years from the date of the last Lot conveyed to unilaterally amend this Declaration, in whole or in part, to conform this Declaration to the requirements of any governmental agency, for the requirements of any mortgage lender, or if in the reasonable judgment of the Declarant an Amendment is required to insure the orderly development of the Property. If this provision expires and thereafter the Additional Property is included herein, then this provision shall automatically revive itself for a new five (5) year term pertaining to the new Lots.

Section 15. Notices. Any notice required to be sent to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who appears as an Owner or Member on the records of the Association at the time of such mailing.

Section 16. Future Phase IV. It is contemplated that the current owner or his successors, heirs or assigns, of the property designated as future Phase IV of Greystone, P.D. may, at a later date, submit his property to the covenants, conditions and restrictions of this Declaration. Declarant does hereby grant the right to merge a future Phase IV with the existing Phases of Greystone P.D. and to access the sewer, water, gas and other utilities which may be owned by Declarant or the Association as well as access over the private roads of the Planned Development. The Association shall not withhold the right of the owner of the future Phase IV to merge into this Declaration and said owner shall be subject to all the terms and conditions hereof. In addition, the owner of the future Phase IV shall, if the Phase is merged herewith, have the right to alter the retaining wall in the easement as shown on Exhibit "E" to accommodate the streets to be constructed in the future Phase IV. Until such time as the owner of future Phase IV merges said property into this Declaration the owner shall have the right to enter and exit across the private drives of Greystone P.D. and, in return for that right, said owner agrees to pay assessments to the Association equal to the same "per lot" assessment paid by all other lot owners in Greystone, P.D.

ARTICLE XII: PROVISIONS REGARDING BUILDERS

Section 1. Restriction of Builders. The Association and/or the Declarant shall have the right to prohibit certain builders from constructing residences on any Lot, based upon past problems with respect to such builder, which can include, without limitation, the constructing of unapproved field modifications, inadequate response to Architectural Committee directions, and/or failure to comply with Architectural Committee requirements.

Section 2. Construction Debris and Trash Removal. Each builder will be required to maintain a dumpster at the front curb of the residence under construction. This dumpster shall be emptied periodically, but prior to the point that construction materials reach the upper rim. The required dumpster may be shared between adjoining two builders and/or Owners, if said builders and Owners agree, and each shall be bound by the conditions noted herein.

Each day, all construction sites are to be cleaned so as to facilitate a pleasing appearance to Owners and visitors and to eliminate any hazards for the visitors who will be touring through the various construction projects.

Violations will be subject to Fines and the Association also may have the violating site cleaned. The Owner will be charged two times the direct cost charged for the site clean-up.

Construction materials shall be kept out of the public right-of-way at all times and stored on the subject property. Streets and service drives (alleys) adjacent to said property shall be kept open for circulation at all times. This is for the protection of all parties and to allow emergency vehicles direct access to any part within the Property.

All wrappers, paper goods and light-weight building materials that may be blown onto adjacent properties shall be maintained, properly stored or deposited in trash receptacles on a daily basis.

Workers utilizing parks and common areas for lunch or breaks shall remove all food wrappers, containers, etc., and deposit said debris in trash receptacles.

Section 3. Infrastructure. Within Greystone, there are numerous forms of infrastructure

consisting of curbs, streets, service drives, landscaping, street trees, street lights, sidewalks, irrigation systems, brick pads, benches, bridge, street furniture, walking paths, parks, trash receptacles, etc. as well as other improvements not necessarily enumerated above. The builder and Owner are responsible for protecting the infrastructure adjacent to or within the subject property.

Damage to any infrastructure item will be repaired by the Association and back-charged to the Owner responsible at two times the direct cost and the Owner also may be fined.

Prior to commencing construction, the Owner must have orange webbing, or other protective measure, around street trees adjacent to or within the subject site. All construction materials are to be kept away from these trees during construction so as to prevent any damage. These trees are a valuable asset to each property as well as the overall Planned Development.

Section 4. Construction Time. No builder or subcontractor shall commence construction work on a weekday before 7:00 a.m. or continue construction after 7:00 p.m. No builder shall commence construction work on a weekend day before 9:00 a.m. or continue construction after 6:00 p.m.

Section 5. Construction Audio Equipment and Noises. No audio equipment (radios, tape decks, C.D. players) shall be utilized on construction sites on weekdays before 9:00 a.m. or after 6:00 p.m. Use of audio equipment on construction site is strictly prohibited on Saturdays and Sundays. Audio equipment shall not be played so loudly as to disturb nearby residents at any time. Offensive language or other potentially offensive noise (other than typical construction machinery or procedures) is strictly prohibited.

Section 6. Concrete Delivery and Disposal of Excess Material. Concrete trucks are strictly prohibited from dumping any excess concrete anywhere within the Property. Concrete which is accidentally spilled on sidewalks, curbs or asphalt paving must be removed by the responsible party immediately.

Section 7. Surveys and Construction Staking. Each builder and Owner is responsible for establishing property corners and construction staking. No tolerance will be allowed for improperly locating property lines or proposed improvements. An experienced and qualified licensed engineer is required to survey the property and locate proposed improvements. The location of proposed improvements shall be double-checked prior to starting actual construction. Any questions or problems in the field shall be immediately reported to the managing agent of the Association. Once the foundation is laid, the contractor's engineer shall certify that all improvements are properly located. Any and all deviations shall be promptly corrected at this time. No exceptions will be allowed.

Section 8. Dump Sites. There are no dump sites within Greystone P.D. All construction refuse and debris removed from the premises during and upon completion of construction shall be properly disposed of, outside of the boundaries of Greystone P.D.

A fine of One Thousand Dollars (\$1,000.00) per occurrence shall be imposed on anyone dumping debris on any portion of Greystone P.D. This fine shall, accrue to the property from which the debris originated and a lien shall be filed on said property. The workman and company responsible for depositing such debris shall be prohibited from future work in Greystone P.D. The Owner responsible shall be fined, as well.

Section 9. Protection of Adjacent Property. When construction is to begin, the contractor is required to put up a solid black silt fence along the entire property line separating the proposed construction site from adjoining properties. This fence shall be maintained by the builder throughout construction and every effort must be made to keep any construction debris off of the adjacent property. The contractor shall not utilize the adjoining property in any manner unless prior approval and conditions have been granted by the adjacent Lot Owner.

Section 10 Port-A-John. Each builder is responsible for his own Port-A-John or for making arrangements with nearby builders to share a unit between several construction sites. The Port-A-John shall be maintained on a regular basis and located at the rear of the construction site and the door of the Port-A-John shall not face any street, sidewalk or other public right-of-way.

ARTICLE XIII: PROHIBITION AGAINST LEASING

(i) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an Owner of a Lot at Greystone after the date of recordation of this Amendment is prohibited from leasing, or entering into a lease-purchase or similar contract for that Lot or any portion thereof. It shall be a violation of this Article subject to written waiver by the Board of Directors, in their sole and absolute discretion, if an Owner, or if more than one Owner, at least one of the Owners (including an Owner who may own less than 100% of the ownership interest in any Lot) shall not occupy the Lot on a permanent basis. It shall also be a violation of the Article, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person lives on any Lot without paying any rental or lease payment unless an Owner also occupies such Lot. For purposes of the preceding sentence, it shall not be a violation of this Article if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot "temporarily resides" in the Lot. A person "temporarily resides" in the Lot without violating this Article is meant to include persons commonly known as house sitters or other persons who stay in the Lot while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Lot, while the Owner is absent. Such "Temporary Residence" by a person not an Owner shall not exceed a total of six weeks in any one calendar year.

(ii) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause, desires to lease a Lot or any part thereof, or if an Owner wishes to extend any period of Temporary Residence as described in the preceding paragraph for a period longer than six weeks, then such Owner shall make application to the Board of Directors which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this Article upon such conditions and under such circumstances as the Board of Directors, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Article.

(iii) It is the express intent of this Article that the prohibition against leasing shall apply only to persons who obtain title to their Lot subsequent to the date of recordation of this Amendment. Lot Owners who acquired title to their Lot prior to the date of recordation of this Amendment or who are otherwise exempted from the prohibitions of this Amendment shall be permitted to lease such Lot acquired prior to the date of recordation of this Amendment except as expressly provided in Article XIII(vi) below.

(iv) Further, the prohibition contained herein shall not apply to institutional holders of a mortgage or deed of trust who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure (the provisions of this prohibition against leasing shall apply to the holders of a mortgage or deed of trust, involved in seller financing or a similar transaction, who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust as a result of a judicial sale, or any proceeding in lieu of foreclosure). The prohibition against leasing herein contained shall also not apply to: a) individual persons who acquire title to a Lot by devise, inheritance, or operation of law from an Owner who is an Owner on the date of recordation of this Amendment in the Register's Office of Shelby County, Tennessee; b) to any person who is an Owner on the date of recordation of this Amendment and who conveys their Lot to a living trust the beneficiaries of which are the Owners or their spouse, child, parent or sibling; or c) to any spouse, child, parent, or sibling of an Owner who acquires title by intervivos conveyance from an Owner who is an Owner on the date of recordation of this Amendment. In the event of any

inconsistencies or contradictory language between this Article and any other provisions of the Declaration, then the provisions of this Article shall control.

(v) If a Lot is owned by a limited liability entity (the "Limited Liability Entity") including, but not limited to, a corporation, whether for profit or not for profit, a limited liability company, limited liability partnership, or limited liability company, it shall be a violation of this Article, subject to written waiver by the Board of Directors, if the Lot is not occupied on a permanent basis by one of the following: an officer, director, Shareholder, member or partner of such Limited Liability Entity.

(vi) The foregoing notwithstanding, all Lot Owners, including those who took title prior to the recordation of this Amendment, are prohibited from leasing all or any portion of their lot for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short term rentals under arrangements such as a home exchange or time share, and also under such programs, commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Article XIII(vi), any Lot Owner may apply for a waiver under Article XIII(ii) to the Temporary Leasing Prohibition of this Article XIII(vi).

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

EXHIBIT "D"

BY-LAWS OF GREYSTONE HOMEOWNERS

ASSOCIATION, INC. ARTICLE I.

Section 1. Name. The name of this corporation is **GREYSTONE HOMEOWNERS ASSOCIATION, INC.** Its principal place of business is 8620 Trinity Road, Suite 101, Cordova, TN 38018-2700. The corporation may have such other offices within or without the State of Tennessee as the Board of Directors or the members may from time to time designate.

ARTICLE II.

Section 1. Applicability. These By-Laws and each provision thereof shall be applicable to all lots and members, as defined within the residential subdivision known as GREYSTONE, PD, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

ARTICLE III.

The following sections of this Article III shall apply to membership in the Association.

Section 1. Eligibility. The owner or owners of a lot, who have become such in compliance with all of the requirements and conditions contained in the Declaration of Covenants, including these By-Laws, shall be entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the owner of each lot which is unsold by it. Ownership of a lot shall be the sole qualification for membership of the Association.

Section 2. Voting Rights. The owner or owners of a lot, shall be entitled to one (1) vote at all meetings of the Association. Where two or more persons own a unit, the vote allocated to that unit shall be cast by the one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect for that lot. Where one person or a group of persons owns more than one lot, such person or group of persons owns more than one lot, such person or group shall be entitled to cast one vote for each lot owned.

Section 3. Lien and Other Rights. The Association shall have a lien on the outstanding memberships in order to secure payment of any sums which may become due from the holders thereof to the Association for any reason whatsoever. In addition, for such time as any sums may be due, the member who fails to pay such sum shall not be entitled to any rights or privileges appertaining to such membership.

ARTICLE IV.

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The annual meeting of the Membership of the Association in each year shall be held between the months of January and April, on the particular day, hour, and location a determined and designated by the Board of Directors. Written notification of the Annual Meeting shall be given to the Members as provided in the Bylaws. At such meeting there shall be elected by secret written ballot of Members a Board of Directors in

accordance with the requirements of Article V of the Bylaws. The Members may also transact such other business of the Association at the annual meeting as may properly come before them

Section 3. Special Meetings. In order to comply with the provisions of Term. Code 48-57-102(a), special meetings of the Association may be called by: (i) the President, (ii) a majority of the Board of Directors, or (iii) Unit Owners holding at least ten percent (10%) of the votes entitled to be cast by the members of the Association. Business transacted at a special meeting shall be strictly confined to the purposes stated in the notice for such special meeting.

Section 4. Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears, at his last known place of address, at least ten (10) days but no more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the members at his last known address by deposit in the box or slot for the United States mail. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The attendance of Members holding twenty-five percent (25%) (being 20 Lot Owners) of the votes of the Association shall constitute a quorum for the transaction of business at any annual meeting of the Members. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

Section 6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, each of the members shall have the right to cast his vote on each question. The vote of members representing a fifty-one percent (51%) majority of the total votes entitled to be cast shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Charter, or the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

Section 8. Proxies. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 9. Whenever the vote of members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration, or these By-Laws, such meeting and vote may be dispensed with if all members who would have been entitled to vote; upon such action consent in writing to such action being taken.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officer, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.

- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors

In the case of special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V.

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of three (3) persons, except for the initial Board of Directors which shall consist of three (3) persons as provided in Section 2 of this Article, a majority of whom (after the second annual meeting) shall be members of the Association.

Section 2. Initial Directors. The initial directors shall be appointed by the Developer and need not be members of the Association. The names of the directors who shall act as such from the date upon which the Declaration is recorded in the Register's Office of Shelby County, Tennessee, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows: Billy Perry, Terry Dan, Terry Pagliari

Section 3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and the residential subdivision and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for:

(a) Care and upkeep of the common areas, utilities, irrigation system, identification sign, perimeter fences and any other properties charged to the care of the Association.

(b) Establishment and collection of assessments and/or carrying charges from the members; and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of GREYSTONE PD and to provide services for the community in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) Promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of GREYSTONE, PD and to provide services for the community in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(e) Appoint an Architectural Control Committee. One or more of the directors may serve on this committee.

(f) To regulate traffic and assign parking spaces.

Section 4. Election and Term of Office. Except as otherwise provided herein, the Members of the Board of Director, shall be elected by written ballot or written proxy at the annual meeting of the Members and shall serve for a three (3) year term or until their successors are elected and qualified. In addition, the term of the Directors are to be staggered to ensure that Directors with corporate knowledge of the Association remain on the Board. Nominations shall be taken from the floor at the annual meeting. In order to establish the staggered Board of Directors, beginning with the annual meeting in 2023, the Association shall

elect three (3) Directors. of which one (1) Director shall serve for a three (3) year term, one (1) Director shall serve for a two (2) year term, and one (1) Director shall serve for a one (1) year term. In 2024 at the annual meeting, the Association shall elect one (1) Director to a three (3) year term. Subsequently, all Directors shall be elected to three (3) year terms (unless the Director is being elected to serve an unexpired term).

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the membership shall be filled by vote of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected by the members at the next annual meeting.

Section 6. Compensation. No compensation shall be paid to directors for their services as directors. After the first annual meeting of the members, no remuneration shall be paid any director who is also a member of the Association for services performed for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 7. Organizational Meeting. The first meeting of a newly elected Board of Directors' shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time and place (as hereinabove provided) and purposes of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the directors are present and remain present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meetings.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board of Directors.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for the Association or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI.

Section 1. Designation. The principal officers of the corporation shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. A director may also serve as an officer. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. The directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgement may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Association. In the event he is also a member of the Board of Directors, he shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the Office of President of an Association, including, but not limited to, the power to, appoint committees from among the membership from time to time as he may, in his discretion, decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII.

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expense, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party of reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or GREYSTONE, PD, (except to the extent that such officers or, directors may also

be owners of lots within the subdivision) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the community. No contract or other transaction between the Association and one or more of its directors, or between, the Association and any corporation, firm or Association (including the developer) in which one or more of the directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or void, able because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if either of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or extended.

Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage and operate GREYSTONE, PD, and for the benefit of the lots and owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein elsewhere provided for, the following:

(a) The cost of such insurance as the Association may effect.

(b) The cost of providing such legal and accounting services as may be considered necessary to the operation of GREYSTONE, PD.

(c) The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes assessments or the like, which the Association secures in the discretion of the Board of Directors or by the vote of the members shall deem necessary or proper for the preservation of the common areas.

(d) The cost of the maintenance or repair on any lot in any event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common areas or to preserve the appearance or value of the subdivision or is otherwise in the interest of the general welfare of all owners of the lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the lot proposed to be maintained and provided, further, that the cost thereof shall be assessed against the lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be sent promptly to the then owner of said lot at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article

III, Section 3, of these By-Laws.

Section 2. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, the owner of any lot shall, at his own expense maintain the interior and exterior of any improvements on his lot, including all driveways and any and all equipment, and fixtures therein situate, and its other appurtenances in good order, condition and repair, and in clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his lot and appurtenances.

Section 3. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bonafide emergency involving illness or potential danger of life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable effort to give notice to the owner or occupant, to enter upon any lot at any hour considered to be reasonable under the circumstances.

ARTICLE IX.

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting GREYSTONE, PD and its administration and shall specify the maintenance and repair expenses of the expenses incurred. The amount of any assessment required for payment or any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-surplus" account as a capital contribution by the members.

Section 3. Reports. The Association shall furnish its members, and the holder of first mortgages requesting same within ninety (90) days from the date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as member.

Section 5. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by the president and all checks shall be executed on behalf of the Association by such officers, agent or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. There shall be no seal required unless the Board of Directors decides otherwise.

ARTICLE X.

Section 1. Amendments. These Bylaws may be amended by an affirmative vote of sixty-seven percent (67%) (being 54 Lot Owners) of the Members of the Association at an annual or special meeting. Such changes to these Bylaws must be in writing and executed and

acknowledged by the President and Secretary of the Association and recorded in the Register's Office to become effective.

ARTICLE XI.

Section 1. Notices. Unless another type of notice is herein elsewhere specifically provided for any and all notices called for in the Declaration or these By-Laws shall be given in writing.

Section 2. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 3. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not a part of these By-laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 5. Gender Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 6. Conflicts. These By-Laws are subordinate to all provisions of the Declaration. All of the terms herein except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statutes. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control, and in the event of any conflict between the aforesaid Declaration and any of the laws of the State of Tennessee, the provisions of the state law shall control.