

This Document Prepared by:  
 CHARLES PATTERSON  
 ATTORNEY AT LAW  
 1023 OLD HUMBOLDT ROAD  
 JACKSON, TN 38305

Declaration of Covenants, Conditions, Restrictions,  
 and Provisions for Homeowner's Association for:

# Emerald Breeze Subdivision

A Planned Residential Subdivision

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# EMERALD BREEZE Subdivision - Section 1

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set fourth by the undersigned Emerald Breeze Partners, a Tennessee General Partnership, hereinafter referred to as "Declarant":

### WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Jackson, County of Madison, State of Tennessee, which is more particularly described in Exhibit "A", attached hereto and made a part hereof, to be known as Section I of Emerald Breeze Subdivision; a plat of which appears in the Register's Office of Madison County, Tennessee, in Plat Book 11, Page 716, and

WHEREAS, Declarant will convey the said property, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

WHEREAS, Declarant has option and intends to purchase certain property shown in Exhibit "C" which Declarant intends to be future Development of Emerald Breeze Subdivision:

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, of enhancing and protecting the value, desirability, and attractiveness of the property. These easements, covenants, restrictions and conditions shall run with the property and shall be binding on all parties having or acquiring and right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

FURTHER, Declarant reserves the right, but not the obligation, to impose these covenants, conditions and restrictions, subject to variation, if necessary in Declarant's sole judgment, on the property described in Exhibits "B & C" and to, at its option, require lot owners for the property described and/or shown in Exhibit "B & C" to be members of the Association.

### ARTICLE I. DEFINITIONS

Section 1. "Association:" shall mean and refer to Emerald Breeze Homeowners' Association, its successors and assigns, whether or not in corporate form.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association. Also at Declarant's option the property described and/or shown in Exhibit "C" may become part of the "property" described in Exhibit "A". The Declarant expressly reserves the right to bring the property described and/or shown in Exhibits "B & C" into the Association or not, and further reserves the right to alter or change the restrictive covenants to apply to the property in Exhibits "B & C".

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The entrance, walls, privacy gates, mailbox kiosk, fences and/or barriers around the perimeter of the tract described as Exhibit "A", the retention pond within the tract, walking trail, and any area dedicated as Common Area on the original plat submitted to the planning commission and recorded in the Register's Office of Madison County, Tennessee.

Ownership of a Lot hereunder shall include an undivided pro-rata interest in the Common Area owned by the Association.

The Declarant shall have the right and option to dedicate the retention pond or any part of it, and any other additional Common Area on the recorded plat and to dedicate Common Areas in possible future sections of Emerald Breeze described and/or shown in Exhibits "B & C" by conveying or dedicating those areas on a recorded plat(s) in the future.

Section 4. "Lot" shall mean and refer to a Lot shown on the above-referenced recording, and all amendments and re-recording thereof, and improvements on said Lots, and any lots shown on future sections of Emerald Breeze Subdivision, as shown at Exhibits "B & C", if Declarant opts to include the property shown in Exhibits "B & C".

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Emerald Breeze Partners, its successors and assigns, if such, successors and assigns should acquire the remaining portion of the property from the Declarant for the purpose of development.

Section 8. "Dwelling" shall mean and refer to a single family residence constructed on any portion of a lot or lots.

Section 9. "Builder" shall mean and refer to the general contractor responsible for constructing a single family residence on any portion of a lot or lots.

Section 10. "Architectural Committee" shall mean and refer to the Architectural Control Committee and members thereof as established in Article VI.

## ARTICLE II.

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record 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 interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

## ARTICLE III.

### CLASSIFICATION OF MEMBERS

Members shall be divided into two classes denominated as Class A Members and Class B Members, defined as follows:

Class A Members shall be Owners as defined in Article II, with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Article I. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B Members(s) shall be the Declarant, who shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article II. The Class B membership shall cease and be converted to Class A membership upon the first to occur of the following: (a) Ninety percent (90%) of the lots are sold in the platted Subdivision shown in Exhibit A; or (b) December 31, 2025.

## ARTICLE IV.

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject 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, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to mortgage said property;
- c). The right of the Association to suspend the voting rights by a member for any period during which any assessment against his Lot remains unpaid, or during which a member is in violation of published rules, by-laws and regulations adopted by the Association Board of Directors;
- d). The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes hereof has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days, nor more than 60 days, in advance of such dedication or transfer;
- e). The right of the Association to regulate the type of motorized and non-motorized vehicle parking on all Lots and Common Areas.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and 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 title, subject to prior encumbrances, to the Common Area shown on any Subdivision Plat to the Association by noting such areas on the Subdivision plat prior to the conveyance of the first lot, and the Declarant reserves the right and the option, in the event the property described in Exhibit "C" is developed as future sections of Emerald Breeze, for those lot owners to have rights in the common areas and to be members of the Association.

## ARTICLE V.

### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, is excluded from any special or monthly assessments until December 31, 2025. Every other owner of any Lot, at the time of acceptance of a deed, 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) annual assessments and dues as established in Section 4 below, to be set by approval of a majority of the total votes cast at each annual meeting of the Association, and (2) special assessments for capital improvements or repairs, such assessments to be fixed, established and collected from time to time as necessary and approved as stated in Section 5 below. The annual and special assessments, upon the land, together with such interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due; and if the obligation is not promptly paid, the Association shall have the right to file a written lien which shall attach to the owner's property, the lien to be filed in the Register's Office of Madison County, Tennessee.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, its services and facilities, as related to the use and enjoyment of the Common Area. They are to provide for maintenance and general upkeep of the entrance (mechanical privacy gates & keypad, guard house, brick wall, fences, landscaping, lighting, mowing, associated utilities, insurance, etc.), any commons areas (retention ponds, wall around retention pond, pond chemicals, associated fountain(s), liability insurance, walking trail, mailbox kiosks, etc.), private streets, ornamental street signs, and lawn maintenance. Each lot owner in the Subdivision shall be responsible for their lot's pro-rata share of the dues, fees, and charges necessary to maintain the Association and areas mentioned above.

Section 3. Initiation and/or Transfer Fees. Initiation and/or transfer fees of Two Hundred Dollars and no/100 (\$ 200.00) per lot, due upon transfer of lot from Declarant/Builder to Owner (initial Homeowner), and from Owner (the initial Homeowner) to any subsequent Owner/Member.

Section 4. Basis and Annual Assessments. The annual assessment provided or herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area or the filing of the final plat. The initial annual assessment (beginning January 1, 2021) shall be Three Hundred Dollars and no/100 (\$ 300.00) per lot per quarter (\$ 1,200 annually) until December 31, 2023, due upon purchase of lot from Declarant or Builder. The assessment shall be adjusted according to the number of months remaining in the quarter (or calendar year). The Declarant (including the individual partners personally) and the Builders are exempt from paying Homeowner's Association dues on any vacant lots under their ownership.

Subsequent to December 31, 2023, the Owners by majority-vote will fix (adjust) the annual assessment at an amount necessary to provide for the requirements hereof and for the welfare of the Association, at the annual meeting.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 & 5. At any meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming, at any meeting, an adjourned meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such adjourned meeting shall be one-half of the required quorum at the preceding meeting. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Members of the Association shall fix (adjust) the amount of the annual assessment period, as stated in Section 4 above. Written notice to the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest allowable in the State of Tennessee, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except those owned by the Declarant until December 31, 2023, as outlined previously.

## ARTICLE VI.

### ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An "Architectural Committee" is hereby established. The initial Committee shall consist of Shane E. McAlexander, R. Joel McAlexander, and one additional individual to be named by Developer, who shall serve for a period of ten years, unless they resign from the Committee by written notice to the Board of Directors of the Association. Upon the expiration of ten years from the date hereof, or the earlier resignation of Shane E. McAlexander, R. Joel McAlexander, or designated parties, the Board of Directors of the Association shall then appoint the Architectural Committee, which shall be composed of three or more individual homeowners. The affirmative vote of a majority of the membership of the Architectural Committee shall be required to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorization contained herein.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. With the exception of Declarant, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto or permitted to remain on any of the Lots within Emerald Breeze Subdivision, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which materially changes the exterior appearance thereof, including, but not limited to re-painting, additions, re-roofing, or landscaping, without the written consent of the Architectural Committee. Plans and specifications on all construction shall be submitted for approval and shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include:

- a.) A set of architectural plans, showing the exterior (front, rear and side) elevations, including shape, height, materials and color scheme.
- b.) Site plan of the Lot showing the nature and location with respect to said Lot (including front, rear and side setbacks) of all structures, fences or barriers and location of all parking spaces and driveways on the Lot and,
- c.) Grading and drainage plan with arrows showing direction of runoff must to be approved in writing by Declarant prior to commencement of construction.
- d.) Landscaping plan

Specific architectural elements that *must* be reviewed by Declarant are:

- Shutter size, shape & material – Any shutters should be of similar shape and size to the adjacent window(s) so if hinged, the shutters would actually close to cover the window(s).
- Column Materials – Columns over ten (10) feet in height must be of fiberglass construction unless otherwise approved by Declarant in writing.
- Column Size – Columns should be at least one (1) inch wide for each one (1) foot of height unless otherwise approved by Declarant in writing.

The Architectural Committee will evaluate each application for total effect, including the manner in which the home-site is developed. This evaluation relates to matters of Judgment and Taste which cannot be reduced to a simple list of measurable criteria.

It is possible therefore, that a *proposed* improvement might meet individual criteria delineated in these covenants and still not receive approval, if in the sole judgment of the Architectural Committee, its *overall aesthetic impact* is unacceptable.

Approval of any such plans and specifications shall be final as to that lot only, and such approval may not be revoked or rescinded thereafter, provided that the plans and specifications as approved and any condition(s) attached to any such approval have been adhered to and complied with in-regard to all structures, fences, or barriers on and uses of the lot in question. No construction on any lot may be commenced without first obtaining said written approval of the Architectural Committee. Once written approval has been obtained, construction on the lot must conform to the approved plans.

In the event the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after the submission, the applicant shall submit the plans to the undersigned Declarant for approval or disapproval and if no approval or disapproval is issued by the Declarant within fifteen (15) days, the same shall be deemed to have been approved as submitted and no further action on the part of the applicant shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained upon any Lot otherwise than in accordance with plans and specifications approved by the Architectural Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein and upon written notice from the Architectural Committee any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot, shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its Officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Register's Office of Madison County, Tennessee.

Any agent of Declarant or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any 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 reason of such entry or inspection.

In the event any Lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Declarant and/or Architectural Committee or other such consents as required by law, or any lot/home owner violates any of these recorded restrictions, said Owner shall be liable to the Declarant, Architectural Committee, and/or Homeowner's Association for a liquidated damages penalty in the amount of up to \$5,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions.

## ARTICLE VII.

### RESTRICTIONS

The Declarant does hereby impress upon said property and upon each and all of the lots into which the same has been subdivided as provided by the plat of the following covenants and restrictions:

Provisions primarily regarding **Home Builders**, ("Builder") although Homeowners ("Owners") must comply:

1. ANY VARIANCE from these restrictive covenants permitted herein by approval of the Declarant, whether specified or not, is to be APPROVED IN WRITING BY Declarant.
2. The Declarant shall have the right to prohibit certain Builders from constructing residences on any Lot, based upon past problems with respect to such Builders, with can include, without limitation, the construction of unapproved field modifications, inadequate response to the Architectural Committee and/or failure to comply with Restrictive Covenants.
3. Any dwelling erected on any residential lot shall have an **interior heated floor area** (whether single-level or split) **of at least 1,400 square feet**, said minimum interior heated floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings; provided however, that a one and one-half (1-1/2) dwelling may have a minimum interior heated ground floor area of 1,000 square feet if such one and one-half (1-1/2) dwelling has a total interior heated floor area (exclusive of open porches, breezeways, garages and accessory buildings) of at least 1,600 square feet.
4. Every single-family dwelling erected on any lot in the Subdivision shall be constructed of brick, masonry or other permanent type construction. Each dwelling shall have an **exterior of a minimum of 80% brick, stone, hardie board, stucco, EIFS (Dry-vit) and/or material of like fashion** (of different type & appearance than immediately adjacent homes.) Any other exterior material shall be specifically approved in writing by the Declarant.
5. No exterior of any dwelling shall be constructed of vinyl or aluminum siding, except that vinyl and/or hardy plank may be used to cover soffit, fascia, or rear gables (except on corner lots). Dormers, gables, etc. covered with cedar shakes, vinyl cedar shakes, HardiPlank, and/or similar material shall be specifically approved in writing by Declarant and/or the Architectural Committee.

No exterior walls may be constructed of imitation brick. All exterior materials must be new, except that used brick, stone or ornamental objects may be used if approved in writing by the Declarant.

No temporary residence or other temporary structure shall be placed on any lot. No mobile or modular homes or previously used dwelling or accessory buildings shall be placed in the Subdivision.

No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision.

6. No part of any dwelling or accessory building on any lot within the Subdivision shall be located within **30 ft. of the front property line** of the lot. Provided however, that if there is any conflict between such 30 foot minimum front setback line and any front setback line shown on the recorded plat of the lot, then such plat setback line shall control unless approved in writing by Declarant. No part of any dwelling shall be located within 5 feet of the side or within 10 feet of the rear property line of any lot.
7. Roof Pitch of the front elevation of any dwelling erected in the Subdivision shall be **at least 9/12** unless otherwise approved in writing by Declarant. *Architectural Shingles* or a material approved in writing by the Declarant shall be used on any dwelling in the subdivision.
8. Every single-family dwelling erected in the Subdivision shall have fully enclosed garage(s) which are of sufficient size for at least **two (2) vehicles**. Front-entry garages are allowed.

On all lots, the garage/driveway must be located on the far side of the lot when approaching said lot from the Subdivision entrance, unless otherwise approved in writing by the Declarant.

9. No single-family dwelling erected on any lot in the Subdivision shall exceed one and one-half stories in height (*exclusive of basement*).
10. All driveways shall be poured with washed or stamped/colored concrete or constructed with paver bricks. The use of gravel or asphalt is specifically prohibited, except as a base to the concrete drive.
11. All exterior windows of any dwelling erected in the Subdivision shall be of vinyl, wood, vinyl-clad or aluminum-clad construction, unless otherwise approved in writing by Declarant. Aluminum windows are expressly prohibited.
12. All lots in the Subdivision shall be used for private, residential purposes only; provided, however, the Declarant shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes.
13. No lot in the Subdivision shall be subdivided into smaller lots, however property lines may be moved provided the remaining lots meet all covenants and zoning requirements. A vacant lot may be used to access adjacent land for future development if specifically approved in writing by Declarant.
14. Any lot sold by Declarant, shall be kept in good, neat condition until construction begins. Thereafter, the owner and/or contractor shall exercise care to maintain a neat appearance of the property during construction.
15. During the period of actual construction of a single-family dwelling on a lot, the owner thereof shall require all primary and sub-contractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash, silt and other construction debris. Construction debris shall not be permitted to remain upon any Lot. If the Declarant is fined or forced to clean up the street, the owner/contractor responsible shall reimburse the Declarant for all related costs.
16. Any damage caused by construction to any adjacent Lot or Commons Area is the responsibility of the Homebuilder / Lot Owner that is causing the damage.
17. Construction of any single-family dwelling erected on any lot in the Subdivision shall be completed within twelve (12) months of the beginning of construction of said dwelling.



Provisions primarily regarding **Homeowners ("Owners")** although "Builders" must also comply:

18. No lights of size or design similar to city street lights may be erected or installed on any lot within the Subdivision. Exterior security or spot lights shall not shine directly towards adjacent lots or the private roads.
19. USPS is requiring developer to install central mail kiosks. Therefore, installation of mailboxes will be at owner's discretion. If a property owner shall at his/her sole expense, obtain, and erect a mailbox, it shall be an ornamental "Emerald Breeze" iron mail box in accordance with the type, model and specifications approved by the Declarant, and no mail box or receptacle of any other type or design will be allowed.
20. At a minimum, landscaping shall include plantings on the front and side elevations, and Bermuda or Zoysia sod front and side yards, unless otherwise approved in writing by Declarant and/or Architectural Committee.
21. The Homeowner's Association will maintain and care for yards (grass) and all front & side-yard landscaping (shrubs, trees, mulch, etc.) under a Yard Maintenance and Weed Control Contract (or equivalent) with a reputable company or individual that specializes in lawn maintenance and/or weed control services.
22. Each lot Owner shall maintain the exterior of all buildings and improvements on his/her Lot in a good and workmanlike manner and shall present a neat and clean appearance upon the Lot including repainting, repairing, and/or replacing: roofs, gutters, downspouts, exterior building surfaces (brick, hardie board, siding, trim, etc.), and other exterior improvements and shall do nothing on a Lot that renders it *unattractive, unsightly, or a nuisance* to the Subdivision.

Should the homeowner desire to repaint the exterior of the house or any portion thereof (front door, trim, shutters, gutters, downspouts, garage doors, etc.), the new color must be neutral and shall be specifically approved in writing by Declarant and/or the Architectural Committee, as set forth in Article VI.

Additionally, if the Declarant and/or Architectural Committee feels any such conditions could affect existing and/or future home sales, the offending lot owner(s) will be notified by the Declarant/Architectural Committee of any violation and/or fines, and given 30 days written notice to correct said nuisance, thereby avoiding said monetary penalty as set forth in Article VI.

23. All fencing will be of similar DESIGN, MATERIAL, HEIGHT & CONSTRUCTION to the EMERALD BREEZE Subdivision vinyl "**commercial quality**" entrance fence, unless specifically approved in writing by the Declarant and/or Architectural Committee. **ALL** fences facing the subdivision streets shall be "Emerald Breeze" style vinyl. However, in locations not facing (or visible from) the streets, black wrought iron, commercial aluminum fence, or **CEDAR shadow-box** fence six (6) feet in height, and of Declarant approved style/construction will be permitted, depending on location. Additionally, four (4) foot wrought iron or aluminum fences may be allowed as pool enclosures only (at least 5 ft. off property line), if approved in writing by the Declarant and/or Architectural Committee.

All fencing STAIN or PAINT COLORS, alternate design, materials, construction, and/or location must be approved in writing by Declarant and/or Architectural Committee.

No fence will be allowed beyond the front setback line of any lot (or beyond the front of the house, unless approved by the Declarant or Architectural Committee). No fence on any corner lot shall extend past the minimum side setback requirement of either street, unless approved by the Declarant or Architectural Committee. **Chain link fences, wood PINE and/or stockade fences are expressly prohibited.**

24. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling unit and other buildings or structures customarily used as "outbuildings" or pool-houses for a single-family dwelling, and which are, additionally, of a *permanent nature, of similar design and construction* to the single-family dwelling and are *specifically* approved in writing by the Declarant or Architectural Committee. No temporary buildings shall be permitted.
25. The total ground area occupied by a dwelling and accessory building(s) on any lot shall not exceed 35% of the total area of the lot.
26. Tennis courts, basketball courts, batting cages and any other similar additions or improvements (including any associated lighting, nets, fences, etc.) which in any way service the main dwelling shall be approved in writing by the Declarant and/or Architectural Committee.

27. Playground equipment, etc. is NOT to be visible from the street *unless* otherwise approved in writing by Declarant. All playground equipment over eight feet in height will be maintained within an approved privacy fence or sufficiently screened by landscaping and must be specifically approved for location in writing by Declarant or Architectural Committee.
28. Any television or other satellite receiver larger than 18 inches in diameter shall be located in the rear yard of the Lot within an approved privacy fence. *Direct TV, Dish Network* or similar type dishes (18" or less in diameter) **may NOT be mounted to the front or sides of the dwelling (or any ancillary improvement)** where **visible from the front street** (unless approved in writing by the Declarant and/or Architectural Committee due to extenuating circumstances). Additionally, only one (1) dish may be visibly mounted to the dwelling.
29. No photovoltaic (solar) panels or similar equipment may be attached to the house without prior written approval of the Declarant and/or Architectural Committee. **Any renewable energy equipment, including solar panels, visible from the front street is expressly prohibited.**
30. All swimming pools must be approved for:
  - a. Location (they are not allowed in drainage or utility easements)
  - b. Where the removed dirt will be hauled or placed
  - c. The drainage away from the pool deck (and how it affects neighbors)
  - d. The elevation of said pool & deck as to how it will affect neighboring yards
  - e. Backwash location & design, especially saltwater pools, as the salt water kills downstream vegetation

NO ABOVE GROUND POOLS, whether temporary or permanent, shall be placed on any lot in the Subdivision.

31. No trailers, boats, motorcycles, atv's, campers, or related types of vehicles or instrumentalities, shall be permitted on any lot within the subdivision, *unless* stored at all times within a privacy fence, an enclosed garage or other permanent accessory building otherwise permitted under these restrictions, and **NOT visible** from the street or adjacent residences.
32. No recreational vehicles, (RV's, buses, etc.) or commercial vehicles larger than a pickup truck shall be allowed on, or in front of, any lot in the Subdivision, *unless* same is maintained within an enclosed garage. Nothing herein contained is intended to prohibit commercial vehicle access to any lot within the Subdivision for purposes of rendering commercial services for the benefit of such Lot owner. No inoperable, for sale, or damaged vehicle(s) shall be parked or maintained on, in, or about any lot, unless said vehicle is wholly contained within an enclosed garage area. Additionally, no long-term on-street parking shall be allowed, and any short-term on-street parking shall be in the direction of traffic flow.
33. No trash containers will be permitted unless they are screened by fencing or shrubbery from public view. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.
34. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street.
35. No foil, sheets, reflective materials, paper or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purposes. *Interior window coverings shall be lined in a neutral color* so as not to detract from the exterior of the house.
36. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an *annoyance* or *nuisance* to the Subdivision or other Lot owners.
37. No fowl, livestock, or other animals, except such customarily domesticated animals as dogs and cats, shall be kept stabled or penned on any lot or brought onto any lot, and all such animals must be confined on said lot in accordance with local ordinances and state laws.
38. All electrical service lines, telephone lines and cable TV lines shall be located underground. The owners of the lot over which telephone lines, etc., are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that the Declarant shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.
39. Any heating or cooling system for a structure on any lot which is of a type that uses a water source heat pump, or similar device, *must drain into a dry well and meet all governing authority's regulations* pertaining to same. No window air conditioning unit shall be installed in any residence or ancillary building.

40. "For Sale by Owner" signs and signs of similar size and nature must be specifically approved in writing by Declarant or Architectural Committee. The intent is to restrict the long-term (60 days or more) use of home-improvement store and/or home-made type/quality signs.
41. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages thereof, or both. In the event the Declarant, Architectural Committee or individual Lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying Lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Declarant, Architectural Committee, or Lot owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
42. These restrictive covenants may be amended at any time with a vote of 80% of the Members, as established in Article II and Article III.
43. The Declarant has the absolute right to waive or release a lot from a particular restriction or covenant, if in the Declarant's sole judgment, such a waiver or release is necessary and will not materially damage or diminish the Subdivision. Declarant shall have the right to execute or grant such a release or waiver in writing in recordable form.
44. The Declarant has no obligation to enforce the Restrictive Covenants, or maintain entrances or other areas in the subdivision after the Homeowners Association has assumed responsibility for those items. The Declarant, Architectural Committee and/or any Lot owner has the right to enforce the Restrictive Covenants, but no party has the obligation to enforce the Restrictive Covenants.
45. The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in EMERALD BREEZE Subdivision – Section 1, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument, after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Madison County, Tennessee.

## ARTICLE VIII

### EASEMENTS

Section 1. Easements for Utilities, Pond Maintenance and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or right-of-way for sewer lines, electrical cables, telephone and other communication cables, internal and external wiring and antennas, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Residential Community as may be considered necessary, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation of the health, safety, convenience and/or welfare of the Owners of the Lot and the Declarant.

Section 2. General Easement. The Declarant, so long as it shall retain record title to any Lot or the Common Areas, and the Association, reserve the right and easement to the use of the Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Areas.

Section 3. Ingress and Egress. There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing, and maintaining all phones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to construct and maintain the necessary underground lines and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under the roofs and exterior walls for said dwellings. An easement is further granted to all police, fire protection, ambulance, and all similar persons to enter upon the street and Common Area in the 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 Area and any lots to perform the duties of maintenance and repair of the dwelling or Common Area provided for herein.

Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 5. Dedication. By a majority vote of lot owners acting through the duly organized Homeowners' Association, a dedication to public use may be made at anytime of all or any portion of the streets or roads within the property. Such dedication shall be effected by the recording in the Register's Office of Madison County, Tennessee, of an instrument in writing accepted by the governmental entity in which such streets or roads are located. Such dedication shall not be accepted unless and until each such street or road conforms to the then prevailing Subdivision Regulations of the Jackson Planning Commission. The expense of the improvements required to meet such specifications shall be borne by the Property Owners Association.

Until such dedication is accepted, the Property Owners Association, which shall consist of all landowners, shall have the sole responsibility and authority to determine the need for and extent of maintenance and repair of all roads within the development, and shall have the sole authority to employ contractors or others to perform the needed maintenance and repair work; and shall have general supervision and control over all maintenance and repair work.

Section 6. Perimeter, Common Fence and Wall, Mailbox Kiosk, Retention Pond, Retention Pond Retaining Wall, Common Area Parking & Walking Trail. The Declarants have constructed a Perimeter Common Fence, Privacy Gate, Entranceway and Wall, Mailbox Kiosk, and Retention Pond, and may construct a Retention Pond Retaining Wall (or equivalent), Common Area Parking, and/or a walking trail. The Property Owners' Association shall have the obligation for the general upkeep and maintenance of these items, for normal wear and tear, as well as insuring these items as appropriate. In the event any damage is caused to these items by an individual lot owner, his or her residents, guests, or invites, the cost of the repair for the damage shall be the sole responsibility of the individual lot owner. In the event the lot owner does not make the required repair the Property Owners Association have the right to make the repairs it deems necessary and to charge those repairs to the individual lot owner responsible and collect it in accordance with the By-Laws of the Association.

ARTICLE IX

EFFECTIVE DATE OF DECLARATION

These Covenants, Conditions and Restrictions are executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, these Covenants, Conditions and Restrictions, along with the attached Bylaws become effective upon the recording of this document in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the undersigned has caused the execution of these Restrictive Covenants on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Declarant: EMERALD BREEZE PARTNERS

BY: \_\_\_\_\_  
R Joel McAlexander, Managing Partner

STATE OF TENNESSEE )  
COUNTY OF MADISON )

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared R. Joel McAlexander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Managing Partner of Emerald Breeze Partners, the within named bargainer, and that he as such officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Officer.

WITNESS MY HAND and Official Seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires: \_\_\_\_\_  
Notary Public

# BY-LAWS OF HOMEOWNERS ASSOCIATION

1. HOMEOWNERS ASSOCIATION: All of the owners of lots in EMERALD BREEZE – Section 1, as shown on the plat to be recorded in the Register's Office of Madison County, Tennessee, as the same may be amended to include any additional units, shall be members of the Association.

The Homeowners Association shall become effective upon January 1, 2022, and every individual lot owner as of that date shall be a member of the Association and responsible for Homeowners' Association dues from that time forward. However, the Developer and its remaining lots (except for any lot which is Developer's Personal residence) are exempt from Homeowners' dues and obligations, until all Developer's lots are sold. However, since the Developer has funded the Subdivision development until the Homeowners' Association became effective, the Developer shall have the right to vote on his lots until they are sold.

The purpose of the Association is to administer on a non-profit basis and through a Board of Directors, to elect the Board of Directors; to amend and supplement from time to time these By-Laws and the system of Administration; and to do and perform any and all other things, matters or acts required by or permitted by the owners or the laws of the State of Tennessee. The Association shall be responsible of the maintenance of the Commons Areas and elements of the Subdivision and may take any action to enhance the value of the Subdivision in general.

2. MEETINGS AND VOTING RIGHTS OF MEMBERS:

- a. Eligibility. The owner or owners of a lot, who have become such in compliance with all the requirements and conditions contained in the Declaration of Covenants, Conditions and Restrictions, including these By-Laws and corporate Charter for EMERALD BREEZE Homeowners Association, Inc., shall be entitled to attend and vote at all meetings of the Association. The Developer shall be considered the owner of each lot which is unsold by him.
- b. Voting Rights. Then owner or owners of a lot shall be entitled to one vote at all meetings of the Association. Where two or more persons own a lot, the vote allocated to that lot shall be cast by one person 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 to that lot. Where one 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.
- c. Corporation as Owner. In the event a partnership, trustee, corporation or other entity owns a lot or lots, after having complied with all conditions contained in the Declaration, including these By-Laws, the vote of such may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.
- d. Proxies. Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the meeting prior to the meeting.
- e. Annual Meeting. The annual meeting of the Association shall be held at 7:00 p.m. on the second Monday in March of each year beginning when the Restrictions call for the Owners to assume the responsibility for the Commons Areas or at such time as the Developer notifies the Lot owners to form the Association, whichever event occurs first, for the purpose of electing a Board of Directors and of transacting any other business authorized to be transacted by the members; provided however that if such day is a legal holiday, then the meeting shall be held at the same hour on the next following day.

- f. Special Meetings. Special meetings of the Association shall be held whenever called by the President and Secretary of the Board of Directors, by a majority of the Board of Directors or by written request of one-third (1/3) of the entire members of owners. When a special meeting is so called, the Secretary shall mail or deliver written notice of the meeting to all owners.
  - g. Notice. Notice shall be given to all owners of meetings stating the time, place and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed or delivered to each member at his address as it appears on the books of the Association, or may be mailed or delivered to his lot not less than ten (10) days nor more than thirty (30) days before the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Notice of a meeting may be waived before, at or after the meeting.
  - h. Quorum. A quorum at any meeting of the Association shall consist of persons entitled to cast at least a majority of the votes of the entire number of lot owners. The affirmative vote of a majority of owners present, being more than fifty per cent (50%) of the total number of lots in attendance, is required to adopt any resolution, elect any director, make any decision or take any action; except that these By-Laws and the system of administration may be modified only in the manner hereinafter set forth.
  - i. Presiding Officer. The President of the Board of Directors shall preside over all Association meetings; and the Secretary of the Board of Directors shall take and keep the Minutes and Minute Books of all Association meetings, wherein adopted resolutions shall be recorded, and shall serve as Secretary at such meetings.
  - j. Amendments. The Association may, at any duly called, held and convened meetings, modify or amend the system of administration of EMERALD BREEZE, and these By-Laws for the administration of EMERALD BREEZE, by the affirmative vote of owners representing at least Seventy-five Percent (75%) of the total lots in EMERALD BREEZE. The said system of administration and these By-Laws, however, may be only amended in such manner that all of the provisions required by the code of Tennessee to be within the contents of the By-Laws shall always be embodied in the By-Laws. No such modification or amendment of a system of administration or of these By-Laws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Madison County, Tennessee, in the same manner as was the Declaration and these original By-Laws which are a part of the said Declaration.
3. BOARD OF DIRECTORS: The administration of EMERALD BREEZE, its business affairs and of the general common elements herein shall be vested in its Board of Directors, which shall consist of not less than three (3) nor more than seven (7) persons. Except for the initial members of the Board of Directors, each member of the Board of Directors shall be either the owner of a lot or of an interest therein, or, in the event of ownership of a lot by a partnership, trustee, corporation or other entity, a partner, trustee, officer or other designated representative thereof.
- a. Election of Directors. The Association shall, at its annual meeting, elect the Board of Directors. Each owner or owners of a lot shall be entitled to one vote per lot for each of the Directors to be elected, with cumulative voting not permitted. A majority of those voting shall be necessary for the election of a Director. Each owner or owners of a lot, on each ballot, is required to cast his vote for as many persons as there are Directors to be elected. In the event a sufficient number of persons fails to receive a majority of votes, additional votes will be taken with the name of the person receiving the lowest number of votes being dropped after each ballot, until a sufficient number of Directors is elected.
  - b. Vacancies. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
  - c. Term. The term of each Director's service shall be until the next annual meeting of the Association and thereafter until his successor is duly elected by the Association and qualified or until he is removed in the manner elsewhere provided.

- d. Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within three (3) weeks of their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.
  - e. 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 the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting unless notice is waived.
  - f. Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of a majority of the members of the Board. Not less than five (5) days notice of the meeting shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
  - g. Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting before, at or after the meeting, and such waiver shall be deemed as equivalent to the giving of notice.
  - h. Quorum. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration or elsewhere in these By-Laws. 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 until a quorum is present. At an adjourned meeting, any business which might have to be transacted at the original called meeting, may be transacted at the adjourned meeting without further notice.
  - i. Presiding Officer. The President of the Board of Directors shall preside at all meetings of the Board; the Secretary of the Board shall serve as Secretary of all meetings of the Board. In the absence of either, the Board shall designate one of their number to preside or to serve as Secretary as the case may be.
  - j. Compensation. No compensation shall be paid to any member of the Board or to any officer for service as such, unless approved by a majority of owners. Any member of the Board or any officer may be reimbursed for expenses actually incurred by him, upon approval of the Board.
  - k. Removal. Any member of the Board may be removed and relieved of duty as such by the vote of the owners representing a majority of the total of lots at any regular or special meeting duly called and convened of the Association. The vacancy created by such removal may be filled by the Association at the meeting at which such Director was removed.
4. OFFICERS: The Board of Directors shall elect, from its members:
- a. A President, who shall be the chief administrative officer of the Board; shall execute contracts and agreements in the name and behalf of the Board when directed by the Board; shall preside at all meetings and shall perform such other duties as the chief administrative officer as the Board, may, from time to time, direct;
  - b. A Vice President, who shall, in the absence or disability of the President, preside at all meetings and perform all duties of the President;
  - c. A Secretary, who shall keep the Minutes of all meetings and proceedings of the Association, and of the Board of Directors. He shall attend to the giving and serving of all notice to the owners of meetings and to the Directors at meetings of the Board of Directors. He shall keep all other records of the Association and of the Board. An Assistant Secretary may also be elected to perform the duties of the Secretary when the Secretary is absent and,

- d. A Treasurer, who shall have the custody of all property of the Board, including funds, securities, evidences of indebtedness, books, assessment rolls and accounts of the owners. He shall keep the books in accordance with good accounting practice and shall perform all other duties incident to the office of the Treasurer.

No compensation shall be paid to any Director or Officer for services as such, except upon approval by a majority of the owners. This provision shall not preclude, however, the Board of Directors from employing an officer or administrator as an employee of the Association, such as manager or as bookkeeper, auditor, attorney or the like.

All moneys and funds of the Board of Directors shall be deposited in such bank or banks as may be designated from time to time by the Board of Directors. Withdrawals of moneys from such accounts in banks shall be only by checks or drafts signed by such persons or as are authorized by the Board of Directors. At least two signatures are required for the signature of any check or draft.

Roberts Rule of Order (latest edition) shall govern the conduct of meetings of the Association and of the Board of Directors, subject to any paramount provisions of the statutes of Tennessee and provisions of the Declaration including these By-Laws.

5. POWERS OF THE BOARD OF DIRECTORS: In addition to the rights, powers and duties conferred upon the Board of Directors by the Declaration, the laws of Tennessee and by other provisions of these By-Laws and without in otherwise limiting the same, the Board of Directors shall have the following additional and cumulative rights, powers and duties:
- a. To hold title and possession to funds and property, including the maintenance funds and other assessments and including title to any purchased lot or purchased leasehold interest pursuant to the powers herein above conferred as trustee for the use and benefit of the owners of the lots:
  - b. To recommend assessments against members to defray the costs of the Association, including, without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating and administering the roofs and exteriors of the improvements on the common elements and the perimeter wall and any service to be provided to the Declaration, and of engaging all necessary services and employees therefore; approval of assessments shall be governed by Article V of the Declaration of Covenants:
  - c. To use the proceeds of assessments in the exercise of its powers and duties;
  - d. To oversee the maintenance, repair, replacement, operation and administration of the exteriors of the improvements of the common elements and any services to be provided to the individual lots pursuant to the Declaration;
  - e. To oversee the reconstruction of improvements after casualty and the further improvement of the property, including buildings and common elements;
  - f. To make and amend regulations respecting the use of the property, including the building and common elements;
  - g. To enforce by legal means, or otherwise, the provisions, of the Declaration, including and By-Laws and the regulations for the use of the property;
  - h. To contract for the management of the Association and to delegate to a manger the management duties of the Board of Directors, to be performed by such manger under supervision of the Board of Directors, should such be necessary and desirable;



- i. To pay any taxes and assessments which are liens against any part of the property other than individual lots and the appurtenances thereto and to assess the same against the lot subject to such liens; to oppose the levying of any such taxes;
  - j. To carry insurance for the protection of lot owners and the Board of Directors against casualty and liabilities;
  - k. To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to owners of individual lots; and
  - l. To employ personnel for reasonable compensation to perform the services required for proper administration of the Association, including without limitation, auditors, attorneys, bookkeepers and managers.
6. **OTHER PROVISIONS:** Members of the Association shall be entitled to cast one (1) vote for each lot owned by them. Declarant shall be entitled to five (5) votes for each lot owned and unsold.
7. **INDEMNIFICATION:** The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action or in the right of the Association) by reason of the fact that he is or was a Director or officer of EMERALD BREEZE, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of EMERALD BREEZE, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption believed to be in, or not opposed to, the best interests of EMERALD BREEZE, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable of negligence or misconduct in the performance of his duty to EMERALD BREEZE, unless and only to the extent that the Chancery Court of Madison County, Tennessee, or the Court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability but in view of all circumstances such expenses which the Court shall deem proper. To the extent that a Director or officer of EMERALD BREEZE has been successful on the merits or otherwise in defense of any action, suit or proceedings referred to in this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

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

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

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeding indemnification may be entitled under any By-Law, agreement, vote of Association or disinterested Directors or otherwise both as to an action in his official capacity and as to an action in another capacity while holding office, shall continue as to a person who has ceased to be a Director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person.

8. CONSTRUCTION: These By-Laws are intended to be read in conjunction with the Declaration, and if there is any conflict between the By-Laws and the Declaration, the Declaration shall control.

**EFFECTIVE DATE OF BY-LAWS**

These By-Laws of Homeowner's Association are executed this the 19th day of August, 2020 2020, these Bylaws become effective upon the recording of this document in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the undersigned has caused the execution of these Restrictive Covenants on this the 19th day of August, 2020.

Declarant: EMERALD BREEZE PARTNERS

BY: R. Joel McAlexander  
R. Joel McAlexander, Managing Partner

STATE OF TENNESSEE )  
COUNTY OF MADISON )

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared R. Joel McAlexander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Managing Partner of Emerald Breeze Partners, the within named bargainor, and that he as such officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Officer.

WITNESS MY HAND and Official Seal on this the 19th day of August, 2020.

My Commission Expires: 10.24.2020

Jordan Slaughter  
Notary Public



## EXHIBIT "A"

### LEGAL DESCRIPTION

#### EMERALD BREEZE Subdivision – Sections I & II

##### Proposed Emerald Breeze Subdivision - 13.75 Acres

Map 43 - Parcel 5.12

**BEGINNING** in the east margin of Cooper Anderson Road, 30 feet from the centerline, at the southwest corner of Lot 1405 of Walnut Trace North - Section 14 as described in Plat Book 10, Page 182 in the Register's Office of Madison County, Tennessee, and the northwest corner of the Woods Venture property as described in Deed Book 727, Page 639 and Deed Book 726, Page 1984 of which the herein described tract is a portion; runs thence along the south lines of Walnut Trace North - Section 14, south 86 degrees 24 minutes 19 seconds east 345.19 feet; thence north 71 degrees 35 minutes 26 seconds east 197.81 feet to King Bradley and Robin Bradley's west line as described in Deed Book 730, Page 59, being the northeast corner of the herein described tract; runs thence along Bradley's west line, south 03 degrees 18 minutes 04 seconds west 781.81 feet to Robert Austin Jro's northeast corner as described in Deed Book 727, Page 637 and Deed Book 781, Page 978 being the southeast corner of the herein described tract; runs thence along Austin's north and west lines, north 86 degrees 17 minutes 38 seconds west 579.72 feet; thence south 24 degrees 59 minutes 36 seconds west 11.81 feet; thence south 17 degrees 12 minutes 09 seconds west 356.75 feet to the north margin of Cooper Anderson Road, 40 feet from the centerline, being the southernmost southeast corner of the herein described tract; runs thence with the north margin of Cooper Anderson Road, following a curve to the left, having a radius of 768.08 feet, a chord direction of north 61 degrees 59 minutes 31 seconds west, a chord length of 292.89 feet and an arc length of 294.69 feet; thence following a curve to the right, having a radius of 16.00 feet, a chord direction of north 31 degrees 26 minutes 26 seconds west, a chord length of 21.21 feet and an arc length of 23.19 feet to the east margin of Cooper Anderson Road, 30 feet from the centerline; runs thence with the east margin of Cooper Anderson Road, following a curve to the right, having a radius of 1080.60 feet, a chord direction of north 23 degrees 27 minutes 50 seconds east, a chord length of 500.24 feet and an arc length of 504.82 feet; thence north 36 degrees 50 minutes 50 seconds east 238.67 feet; thence following a curve to the left, having a radius of 860.66 feet, a chord direction of north 27 degrees 29 minutes 31 seconds east, a chord length of 279.80 feet and an arc length of 281.05 feet to the point of beginning containing 13.75 acres of land as surveyed by Surveying Services, Inc., 41 Heritage Square, Jackson, Tennessee 38305 (731-664-0807).

Being a portion of the property conveyed in Deed Book 726 at page 1984, Deed Book 727 at page 639 and Deed Book 751 at page 978 in the Register's Office of Madison County, Tennessee.

Also included in the above description is property abandoned by the City of Jackson to the Grantor/Grantee.



