

**Declaration of Covenants, Conditions and Restrictions
For
Thunder Pointe Residential Association, Inc.
2017**

This is a Declaration of Covenants, Conditions and Restrictions (this "Declaration") regulating and controlling the use and development of real property, made effective this 15th day of August, 2017 by Thunder Pointe Residential Association, Inc., a Tennessee Nonprofit Corporation ("Declarant").

1. Purpose. Declarant is Thunder Pointe Residential Association, Inc. and is the Owner of certain real property located in Monroe County, Tennessee, which property is more particularly described in Exhibit A attached hereto and by this reference made a part hereof. The property describer in Exhibit A hereto is collectively referred to herein as the "Property". The property contains significant scenic and natural value, and Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and maintain the natural character and value of the property for the benefit of all Owners of the property or any part thereof.

2. Declaration. Declarant hereby declares that the Property and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following Covenants, Conditions and Restrictions (hereafter referred to as "Covenants"). The Covenants shall run the Property (each, an "Estate Lot"), and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any Estate Lot, and shall inure to the benefit of every Owner of any part of the Property or any Estate Lot.

3. Definitions. The following terms and phrases used in these Covenants shall be defined as follows:

"Charter" means the Charter of the Association, as the same may from time to time be amended.

"Governing Documents" means the Charter; the By-Laws, the Declaration of Covenants, Conditions, and Restrictions; and the Rules and Regulations for Thunder Pointe Residential Association, Inc.

"Association" means the Thunder Pointe Residential Association, Inc. (TPRA), a Tennessee nonprofit corporation.

"Board" means the Board of Directors of the Association as the same may from time to time be constituted.

"Setbacks" means the portion of an Estate Lot, as stipulated from any boundary or Estate Lot property line, publicly owned road, Shared Access Road (as herein defined), upon which no construction may take place.

"By-Laws" mean the duly adopted By-Laws of the Association, as the same may, from time to time, be adopted or amended.

"Common Services" means the roadway maintenance for the Shared Access Roads and utility line maintenance and repair services for utility lines located in the rights-of-way of such roads or upon the Estate Lots.

"Covenants" shall have the meaning given that term in Paragraph 2.

"Declaration" means these Covenants, Conditions and Restrictions.

"Design and Development Guidelines" part of the Rules and Regulations of Thunder Pointe Residential Association, Inc. and means the minimum established standards for construction and landscape on Common Use Property and Estate Lots to protect and enhance member investment.

"Declarant" means, Thunder Pointe Residential Association, Inc., a Tennessee nonprofit Corporation, and its successors and assigns under an instrument specifically designating such successor or assign as a successor Declarant under this Declaration.

"Member" shall have the meaning given that term in Paragraph 4.1.

“Mortgage” means any security device encumbering an Estate Lot or all or any portion of the Property and as used herein the term “mortgage” shall include a deed of trust.

“Common Space” means that certain real property and appurtenances located on Common Space and owned by Thunder Pointe Residential Association, Inc., now or hereafter, more particularly described in Exhibit A annexed hereto, and designated for the non-exclusive use of the Members of the Association in good standing, and their respective guests.

“Owner” means the record Owner(s) of an Estate Lot, including a contract purchaser, but excluding anyone having an interest in an Estate Lot as security for the performance of an obligation.

“Owner Account” means the personal financial status or obligation of each Estate Lot Owner to the Association.

“Rules and Regulations” provides further clarification and explanation of governing documents of Thunder Pointe Residential Association, Inc. of which may, from time to time, be adopted or amended.

“Principal Residence” means the single family residential structures constructed on any Estate Lot, which is the principal use of such Estate Lot, and to which other authorized structures on such Estate Lot are accessory.

“Property” means the real property described in Exhibit A attached hereto and made a part hereof.

“Estate Lot (s)” shall have the meaning given that term in Paragraph 2 as illustrated and described in Exhibit A attached hereto and made a part hereof.

“Shared Access Road (s)” shall mean the private roadways currently utilized for ingress and egress to the boundaries of the Estate Lots and the roadway that provides access to and from Country Road 437 a/k/a Williams Shores Road.

“Architectural Review Board” (hereinafter “ARB”) shall mean the governing body elected or appointed in accordance with the Charter and By-Laws of the Association and charged with the stipulated responsibilities contained herein.

4. The Association. The Association has been formed as a nonprofit Tennessee corporation by the filing of the Charter. The Charter and any future By-Laws shall govern its affairs. The Association shall assume and perform all functions and obligations imposed on it under this Declaration. The Association shall have all powers necessary to effectuate these purposes.

4.1 Membership. Every Estate Lot Owner shall be a member of the Association (each, a “Member”). Membership in the Association shall be appurtenant to each Estate Lot, and shall not be subject to severance from the ownership of such Estate Lot. If there shall be joint ownership of an Estate Lot, such joint Owners shall together hold a single Membership.

4.2 Voting. Each Member shall have one vote to cast upon any matter to be decided by a vote of the Members. If a corporation owns an Estate Lot or if there is more than one person or entity owning an Estate Lot, the vote of such Member shall be cast as determined by the Owner or Owners of such Estate Lot. In the event of any dispute among such Owner or joint Owners of an Estate Lot, the Board shall have the right to disqualify such Member from voting on an issue unless or until the joint Owners of such Estate Lot have reached agreement as to such Member’s vote. Voting rights shall be denied to any Owner whose Owner’s Account is delinquent.

4.3 Authority of Board. Subject to the provisions of Paragraph 7 hereof, the Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the Charter and adopted By-Laws, and to enforce the provisions of this Declaration.

4.4 Meetings. The Members and Board shall hold annual meetings as set forth in the By-Laws. Additional regular or special meetings of the Members and/or the Board may be held in accordance with the provisions of the adopted By-Laws of the Association. All procedural matters pertaining to all such meetings, including notices thereof, quorums, and provisions for voting in person or by proxy shall comply with the By-Laws.

4.5 Duties of Association. The Association shall, in addition to such obligations, duties, and functions as are assigned to it by other provisions of this Declaration, have the obligation, duties and functions to do and perform each of the following for the benefit of the Members:

(a) The Association shall be obligated to and shall provide for the best quality care, operation, management, maintenance, repair and replacement of all easements established or provided for some or all Owners, and of any and all Shared Access Roads and drainage easements and drainage pipes or common use facilities within the same which may be established or provided, including common use facility structures and grounds. The Association shall also be obligated to see that the exterior of all structures and the grounds on Estate Lots are maintained properly.

(b) The Association shall be obligated to and shall obtain and keep in full force and effect at all times broad form comprehensive liability insurance coverage, covering both public liability and automobile liability, with limits of not less than \$1,000,000 for each person and not less than \$2,000,000 for each concurrence and with property damage limits of not less than \$5,000,000 for each accident. All insurance may contain such deductible provisions as the Board shall decide. All insurance shall name the Association as primary insured and Declarant as additional insured and shall, to the extent reasonably possible, cover each Owner without any such Owner necessarily being specifically named therein. The Association shall provide Declarant, upon request, with certificates evidencing such insurance and copies of the insurance policies. The Association may also carry other types of insurance or any other higher limits in the discretion of the Board.

(c) Unless provided by a municipal, county or other governmental body and unless the cost thereof is assessed against the Owners by such body, the Association shall have the right to provide or contract for refuse disposal services.

(d) The Association shall perform such other acts as may be reasonably necessary to enforce any of the provisions of this Declaration, or future Associations rules.

(e) The Association shall indemnify Declarant, its agents, employees and Members of the Board, and hold each of them harmless from all liability, loss, cost, damage and expense, including attorneys' fees, and costs of investigation arising with respect to any operations of the Association; provided, however, that the Association shall not be required to indemnify or hold such parties harmless for their acts of gross negligence or willful and wanton misconduct.

4.6 Powers of Association. The Association shall have all of the powers of a nonprofit corporation organized under the laws of the State of Tennessee; subject only to such limitations upon the exercise of such powers as are expressly set forth in the Charter, adopted By-Laws or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done hereunder, or by the Charter, and to do and perform any acts which may be incidental to the exercise of any of its express powers, including the following:

(a) To levy assessments, charges, fines and penalties on the Owners, and to enforce the payment of the same, all in accordance with the provisions of this Declaration and the Charter, adopted By-Laws, and future Rules and Regulations of the Association. Visually inspect exterior of structures and grounds of Estate Lots and perform corrective maintenance or repairs if necessary.

(b) To employ the services of any person or firm as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into contracts for such purposes. To obtain, and pay for, legal, accounting, engineering, management and other professional services as may be necessary or desirable.

(c) On its own behalf or on behalf of any Owner or Owners who consent hereto, to commence and maintain actions and suits in law and in equity to restrain any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration.

(d) To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of the Declaration, as the Association shall deem to be appropriate for the protection or benefit of the Owners, their tenants or guests.

(e) To contract and pay for, or otherwise provide for, the repair, maintenance, replacement for refinishing of any Shared Access Roads, drives or other paved areas upon any portion of the Property. This shall also hold true for any common use facility as well as common use grounds.

(f) To incur and service debt(s) necessary to accomplish the objectives specifically set forth in this document so long as it is approved by the Association as defined herein.

5. Building Permit Required. See Design & Development Guidelines under Rules and Regulations for TPRA associated with this document. Paragraph 4.1

6. Development and Use Restrictions. All development and use shall conform to the following requirements:

6.1 Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Monroe County shall be required, in addition to the requirements of all local land use regulations and these Covenants.

6.2 Authorized Use. Only single-family use of any residence shall be permitted, and subject to the limitations set forth herein.

6.3 Prohibited Uses. No commercial or industrial use whatsoever shall be permitted on any Estate Lot. Unimproved lots shall consist of grass and trees only. No Estate Lot shall be subdivided and two or more Estate Lots cannot be combined. Rentals of any residence must be reported in writing to the Association a minimum of one week prior to commencement of the rental period. This disclosure requires the names, permanent addresses, and a list of occupants living in the residence. Such rentals shall not constitute prohibited commercial use and shall be permitted under these Covenants provided they are at least six (6) months in length. Subletting is prohibited. Use of any Estate Lot or residence on an Estate Lot for operation of a timeshare, fractional ownership, or similar program whereby the use of the Estate Lot or Estate Lot residence rotates among participants or Owners in the organization is expressly prohibited. Occupancy for each residence is limited to two (2) persons per bedroom as submitted on the original house plan.

6.4 Authorized structures. No building or structure shall be constructed on any Estate Lot, except for single family residences and accessory structures of which kind and number rests solely with and by the ARB.

6.5 Construction. No pre-fabricated or modular structures shall be permitted on any Estate Lot. See Design & Development Guidelines for TPRA associated with this document. Paragraphs under 5.2

6.6 Height, Size and Floor Area Limitations. See Design & Development Guidelines for TPRA associated with this document. Paragraph 5.1

6.7 Authorized-Prohibited Fences. See Design & Development Guidelines for TPRA associated with this document. Paragraph 5.16

6.8 Setbacks. See Design & Development Guidelines for TPRA associated with this document. Paragraph 3.2

6.9 Mailboxes. See Design & Development Guidelines for TPRA associated with this document. Paragraph 5.11

6.10 Utilities. See Design & Development Guidelines for TPRA associated with this document. Paragraph 3.5

6.11 Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any Estate Lot, except during construction and only as authorized by the ARB.

6.12 Maintenance. Each Estate Lot (structures and grounds) and all improvements thereon shall be maintained in a clean, safe, and sightly, condition. Boats, tractors, trailers, campers, whether or not on a truck bed or frame, and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Underground refuse containers are permitted.

6.13 Animals. Livestock, poultry, or wild animals of any kind may not be kept, raised or bred on any property within Thunder Pointe. Common household pets such as dogs and cats numbering no more than four (4) in total may be kept or maintained so long as they are not for commercial purposes. All must be housed within the owner's residence and must not be a nuisance or danger to other owners or to the general neighborhood. Owners may not allow their pets to run at large, or roam the common grounds without a leash or be under complete control of a person of responsible age. Any animals permitted to be kept on an Estate Lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Owners. All pets shall be kept on a leash or harness at all times when off the Estate Lot(s) where they reside. The owner of any pet shall be entirely responsible for providing for the removal and sanitary disposal of any elimination from the pet on any Common Area or Estate Lot owned by another resident. Not removing and properly disposing of any elimination shall constitute a nuisance as stated herein. Pet owners shall be liable and responsible for

any personal injury and/or property damage caused by pets. The Association retains the right to fine the owner(s) for their pet's misconduct and even have the pet removed if deemed necessary.

6.14 Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Estate Lot. No light shall be emitted from any Estate Lot which is unreasonably bright or cause unreasonable glare for any adjacent Owner. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the Estate Lot lines of any Estate Lot. Owners shall keep barking dogs within authorized structures, and shall prevent such animals from causing annoyance to neighboring Owners.

6.15 Signs. See Design & Development Guidelines for TPRA associated with this document. Paragraph 5.17

6.16 Water Systems. See Design & Development Guidelines for TPRA associated with this document. Paragraph 3.3

6.17 Sewage Disposal. Each residential building shall be connected to a private septic disposal system at the Estate Lot Owners' sole expense, and such sewage disposal system shall conform to all applicable standards of the State of Tennessee, Monroe County or other regulatory agency. No outdoor toilets shall be permitted, except during construction. Outdoor toilets are required to be removed immediately upon installation of serviceable facilities within the Principal Residence or any other structure on the Estate Lot.

6.18 Shared Access Road. So long as the Shared Access Road shall be a private road, the Estate Lot Owners shall be responsible for a pro-rata share of maintenance costs for all Shared Access Roads and appurtenances.

6.19 Off-Road motorcycles, Mopeds, Go-Carts, Dirt Bikes, Skate Boards, Prohibited. No off-road motorcycle, moped, go-cart, dirt bike, or skate board shall be operated on any street, parking lot or tennis court. All-terrain vehicles or golf carts can be used as an aid in yard/landscape maintenance, transportation to/from docks, and on roadways, but cannot exceed 10 mph and must always be driven by a responsible person with a valid driving license. They must have headlights if operating at night and in all cases, must yield to legitimate motorized vehicles. Decisions pertaining to other modes of transportation will be decided by the Board on a case by case basis.

6.20 Firearms No hunting or shooting of guns shall be allowed on any Estate Lot or the Common Areas at any time...

6.21 Mineral Activities Prohibited. No mineral extraction activities shall be permitted on any Estate Lot, including the removal of gravel; provided that excavation for landscape purposes may be permitted with the prior written approval of the Board.

6.22 Satellite Dishes. A satellite dish, with a diameter of not greater than twenty-four (24) inches shall be permitted on any Estate Lot, provided that any satellite dish must be visually shielded from adjacent Estate Lots with shielding approved by the ARB before such satellite dish is installed. Satellite dishes must be placed in the least conspicuous location which allows reception of an adequate signal.

6.23 Berms. No berms shall be constructed or maintained on any Estate Lot unless the Board, in its sole discretion, finds the same to be beneficial between adjacent Estate Lots.

6.24 Burning. No burning of trash, leaves, or garbage shall be permitted on any Estate Lot at any time. Fire pits are permissible but must be attended at all times with approved extinguish material on hand. Any other burning requires special permits be issued from both the Board as well as the National Forest Service.

6.25 Parking. All Estate Lot residences shall be designed to provide a paved area that will accommodate a minimum of two (2) vehicles for off street parking. No parking will be allowed on any Shared Access Road or unpaved Common Area at any time. No Estate Lot Owner shall construct any enclosed parking structure with greater than three (3) doors per parking structure.

6.26 Ponds. No swimming, boating, or use of personal flotation devices is permitted on ponds or lakes located in Common Areas within the boundaries of the development.

7. Association Board of Directors. The Association is a Tennessee nonprofit corporation, formed to administer and enforce the provisions of this Declaration. The Board shall consist of three (3) directors or Members, or such additional number as may be approved by the members in accordance with the By-Laws. The term of each director shall be three (3) years. All directors of the board shall be indemnified and held harmless by the Association from liability, damage and expenses for any decision or action they may make while acting within the scope and course of their duties.

7.1 Authority and Duties. Pursuant to the powers and authority vested in it by Tennessee statute and by the Charter and adopted Bylaws, subject to Paragraph 8 hereof, the Board shall be responsible for the enforcement and administration of the requirements of these Covenants and shall issue permits, contract for and supervise common services, enforce the development and use regulations and take all other actions necessary to administer and enforce these Covenants.

7.2 Meetings. The Board shall call and conduct the annual meeting of the Members, at which time expiring or vacant directors' terms shall be filled, and such other business shall be conducted as brought before the meeting by the Members, and shall meet from time to time as necessary to administer and enforce these Covenants, as provided in the Charter and adopted By-Laws.

7.3 Design Guidelines. The ARB shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration, to protect the property values of the Owners and to insure that incompatible development does not occur. All Estate Lot use and development shall conform to any design guidelines adopted by the ARB, in addition to the provisions of this Declaration.

7.4 Limitations of Liability. No director of the Board shall be liable to any member or person for any action or inaction with respect to any provision of these Covenants, provided that such Board member acted in good faith. No director of the Board shall have any personal liability in contract to an Owner or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association.

8 Violations, Enforcement, Liens and Costs. At all times during the Development Period, the limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Board or the ARB. In addition, government or officials of Monroe County, Tennessee and the State of Tennessee shall have the authority to enforce any pertinent provisions of code or state regulation. Every owner hereby consents to the entry of an injunction against the Owner's tenants or guests, to terminate and restrain any violation of these Covenants. Any Owner who used or allows their Estate Lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Board or Declarant or other Owners(s) in enforcing these Covenants, including reasonable attorney's fees. This does not preclude the authority of the ARB to assess fines or penalties, or to seek and enforce injunctive rights to cease the activity.

9. Assessments; Operating Fund. The Association, acting by and through the Board or its designee, shall collect and deposit to any account in the name of the Association all moneys paid to it by way of assessment or otherwise and from which the Association shall make disbursements in performing the functions which the Association performs under this Declaration.

9.1 Maintenance Assessment. Not later than thirty (30) days prior to the commencement of each calendar year, the Association shall estimate the costs and expenses to be incurred by it during such year in performing its functions, including utility charges, maintenance expenses for the Common Space, amenities, utilities and Shared Access Roads, expenses of enforcement of this Declaration, and professionals fees. In so estimating, the Association shall take into consideration the anticipated balance in the operating fund as of the start of such year and the estimated receipts of all assessments, charges, fees and other payments to be collected during the year. The net estimate determined by the Association as being necessary and required shall be determined by it as of January 1 of each year as an assessment for such year against all Owners of Estate Lots (each Estate Lot being treated the same as all other Estate Lots regardless of differences in size, regardless of whether improved or unimproved, and regardless of degree or nature of the Improvements) based on the number of Estate Lots owned by each Owner.

9.2 Supplement Assessment. If at any time and from time to time during any year it shall appear that the assessment is or will be inadequate for any reason, including nonpayment by any Owner of the Owner's respective share, the Association may levy a further proportional assessment to all Owners in the amount of such actual or estimated inadequacy. Any supplemental assessments shall be due on terms designated by the Board.

9.3 Payment of Maintenance Assessment. The assessments shall be due and payable by the members to the Association quarterly on the first (1st) day of each calendar quarter, (January 1st; April 1st; July 1st; October 1st) or in such other manner as the Association shall designate.

9.4 Special Assessments. The Association may also levy a special assessment against any Owner where, as a direct result of such Owner's acts or failure or refusal to act or otherwise to comply with the Covenants or any rules prescribed by the Board, moneys were or will have to be expended by the Association in enforcing the Covenants or rules prescribed

by the Board. Such special assessment shall be in the amount to be expended or so expended therefore and shall be due and payable to the Association when levied and shall include without limitation, engineers', architects', attorneys' and accountants' fees where reasonably incurred by the Association. Special Assessments also include any fines or penalties imposed against the Estate Lot Owner.

9.5 Obligation of Payment. Each assessment (maintenance, supplemental, or special) shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed, at the time the assessment is made, and each Owner of any Estate Lot, by acceptance of a deed therefor, whether or not it be so expressed in such deed, is deemed to covenant and agree to timely pay the same to the Association. If the Owner does not pay such assessment, or any installment thereof, when due, the Owner shall be deemed in default, and the amount of the assessment not paid, plus interest at one and one-half percent (1 ½%) per month not to exceed, however, the highest rate permitted under Tennessee law plus costs, including reasonable attorneys' fees, shall be and become a lien upon the Estate Lot or Estate Lots of such Owner, effective upon and as of the recordation by the Association of a notice of default. Such lien may also include a provision for future assessments as they become due. The notice of default shall set forth the amount of the delinquent assessment and other charges, a description of the Estate Lot against which the same has been assessed and the name of the record holder thereof. Such lien shall be prior to all other liens filed except that it shall be subordinate to the lien of any previously filed Mortgage on the affected Estate Lot, and the sale or transfer thereof in foreclosure of such Mortgage, whether by judicial proceedings or pursuant to a power of sale, or the conveyance to the Mortgagee in lieu of foreclosure, shall terminate any lien for nonpayment of assessments which became due prior to such sale, transfer or conveyance, but no such sale, transfer or conveyance shall relieve the delinquent Owner from their personal liability for unpaid assessments than due, nor relieve the purchaser or transferee of the sold Estate Lot from liability for assessments which thereafter became due. Such lien may be foreclosed by the Association in like manner as a Mortgage, including foreclosure by advertisement and sale as provided by Statutes, and the Association shall have the power to bid at any foreclosure sale and to acquire and thereafter hold title to the affected Estate Lot. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation. Upon payment of any delinquent assessment, and any interest and charges in connection with which such notice of default, the Association shall cause to be filed a further notice stating the satisfaction and the release of the lien thereof. Delinquent Owner Accounts will automatically suspend Voting Rights and Common Facility Use privileges for the Lot Owner and their guests.

9.6 Estoppel Certificate. On request by any proposed purchaser, Mortgagee or transferee of an Estate Lot, the Association shall execute, acknowledge and deliver a certificate stating the amount of the assessment secured by any lien upon such Estate Lot, or that there is no outstanding assessment, as the case may be. Such certificate shall be conclusive upon the Association and the Owners in favor of all persons who rely thereon in good faith as of the amount of such indebtedness or the absence of any indebtedness as to the date of the certificate. The association may charge a reasonable fee for the issuance of such certificate.

9.7 No Exemption. No Owner may exempt themselves from Liability for assessments, nor release their Estate Lot from the liens therefor, by waivers of the use and enjoyment of the property and facilities promoted by such assessments or by abandonment of the Owner's Estate Lot.

10. Easements.

10.1 Easement for Utilities. There is hereby reserved to the Association, its successors and assigns, a non-exclusive right to create easements and rights-of-way in, over, under and on the Property or Estate Lot or any part thereof for the purpose of ingress and egress, and construction and location of utilities servicing any Estate Lot and the improvements thereon. Each Owner shall have a right of reasonable access to the Property for the purpose of maintaining, replacing and enlarging utility services as required, provided that the use of such right of access shall be exercised in such manner so as not to unreasonably interfere with the use and enjoyment of the Property or any Estate Lot; and provided further that a utility installation providing service to all or a portion of the Property shall not be altered, modified, or changed in such a manner as to impair or interfere with the availability of service of such utilities to its users. Existing utility easements are denoted on the recorded plat via existing utilities, and at note 5. Easements will be waived in the sole discretion of the Declarant or this appointee.

10.2 Drainage Easement. There is hereby reserved to the Association the right to create non-exclusive easements for drainage of surface waters from portions of the Property across other portions of the Property. Such drainage shall conform to a development plan as approved by the Board. Drainage shall be limited to reasonable amounts of water and shall be so designed and constructed so as not to materially interfere with the development, use and enjoyment of the portions of the Property onto which such water drains. The drainage as established shall not be altered, modified or

changed as to any part of the Property without the consent of the Owners who will be affected by any such alterations, modification or change.

10.3 **Use of Roads.** Each Owner (including without limitation the Owner of the Estate Lot) shall have a non-exclusive easement appurtenant to their Estate Lot of ingress and egress over and on all Shared Access Roads. Each Owner may delegate their right under such non-exclusive easement for the benefit of their family, tenants, servants, employees, agents, guests and invitees, and any transferee by way of lease assignment or contract for purchase of the property to which such non-exclusive easement is appurtenant.

10.4 **Delegation of Use.** An Owner may delegate to any occupant of such Owner's Estate Lot the same right to the use and enjoyment of such facilities and any privilege appurtenant to such Estate Lot. The right of the Association is acknowledged to limit the number of guests, and to adopt rules regulating the use and enjoyment of Common Space, is hereby acknowledged by each Owner.

10.5 **Easement of Enjoyment for Common Space.** Every Member is vested a right and non-exclusive easement of use and enjoyment in and to the Common Space and such easement shall be appurtenant to and shall pass with the title to every such Estate Lot so privileged, subject to the following limitations:

(a) The right of the Association hereunder to limit the number of guests, and to adopt rules regulating the use and enjoyment of Common Space.

(b) The right of the Association to suspend the right to use of such Common Space by a Member for any period during which any assessment against their Estate Lot remains delinquent.

(c) The right of Declarant or its successor as Owner of the Common Space to dedicate or transfer all or any part of a Common Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

11. **Amendment.** These Covenants may be amended with the written consent of two-thirds (2/3) of the members, except for the provisions of the amendment which shall also require the written consent of any government authority.

12. **Variance.** A variance from the requirements of the development standards and restrictions set forth in this Declaration may be permitted in the discretion of the ARB.

13. **Duration of Covenants.** All of the Covenants set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Paragraph 11 hereof. If required by law, these Covenants shall be deemed to remain in full force and effect for twenty-five (25) year periods, and shall be automatically renewed for additional consecutive twenty-five (25) year periods unless all of the Estate lot Owners of the Property subject to these Covenants otherwise agree in writing.

14. **Severability.** Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part of paragraph affected by the decision of the court, and the remaining paragraphs and the Covenants therein shall remain in full force and effect.

15. **Inspection of books, records and documents.** The Association shall, upon request, within a reasonable time of not less than two weeks, make available to lot owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration of Covenants, Conditions and Restrictions for Thunder Pointe, (ii) By-Laws of Thunder Pointe Residential Association, Inc., (iii) Rules and Regulations of Thunder Pointe, and (iv) all books, records and financial statements of the Association. The foregoing shall be made available during normal business hours at the office of the Association, at a mutually agreeable date and time.

16. ADOPTION of Declaration of Covenants, Conditions and Restrictions

The forgoing were approved by the Association and adopted as Declaration of Covenants, Conditions and Restrictions for Thunder Pointe Residential Association, Inc., a corporation not-for-profit under the laws of the State of Tennessee, on the 15 day of August, 2017, replacing any and all previous By-Laws of record for Thunder Pointe Residential Association, Inc., as recorded in the Registrar's Office for Monroe County, Tennessee.

17. **Acceptance of Covenants.** Every purchaser or owner of an Estate Lot within the Property shall be bound by and subject to all of the provisions of this Declaration.

By Richard Pitcher
Richard. Pitcher
Its: Treasurer

Before me, Amy Kirkland a Notary Public in and for the State and County aforesaid, personally appeared Richard Pitcher, with whom I am personally acquainted, (Or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Treasurer & Member of BOD of Thunder Pointe Residential Association Inc. and that he be such Treasurer & Member of BOD, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as Treasurer & Member of BOD.

Witness my hand and official seal at office in Vonore, Tennessee, this 17th day of August, 2017.

Amy M. Kirkland
Notary Public

My commission expires: 09-25-18

