

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS THE RESERVE AT LEONARD FARMS

WHEREAS, the Developer is the owner of certain Real Property, more particularly described on Exhibit A attached hereto and made a part hereof, and desires to establish a plan of development for the real property which may consist of multiple subdivisions; and

WHEREAS, the Developer desires to provide for an orderly means for the addition of acreage to be subjected to these restrictions and obligations as each subdivision is developed in order to provide for the benefit and protection of the lot owners by subjecting real property to restrictions as it is developed; and

WHEREAS, the Developer desires to set forth the Real Property which may be subjected to this Declaration, but only to subject parts of the Real Property to this Declaration by further recordations;

NOW, THEREFORE, this 18TH day of November, 2004, the developer establishes the following declaration of rights, restrictions, affirmative obligations, conditions, and plan of development:

I.

DEFINITIONS

- A. **ACTIVE ADULT HOME.** A detached single family residence and attached garage constructed or to be constructed on an active adult site.
- B. **ACTIVE ADULT SITE or ACTIVE ADULT LOT.** Any site intended for the construction of detached single-family dwelling with clearance as set by the applicable local ordinance, with common maintenance of grounds, which may include the commonly used term in local ordinances "patio home". No site shall be classified as an Active Adult Home Site or Active Adult Lot until a plat showing the site is recorded in the appropriate recording office for the recording for land records where the property is located and the Tract of which it is a part is subjected to this Declaration. Active Adult Home Sites or Active Adult Lots may be grouped together with other parcels of like nature, with common open space or area in accordance with the applicable local ordinance.
- C. **ARCHITECTURAL STANDARDS AND CONSTRUCTION SPECIFICATIONS.** Those architectural standards and construction specifications for specific neighborhoods or subdivisions within The Reserve promulgated by the Developer for the purpose of establishing uniformity and harmony within neighborhoods and which may be amended from time to time.
- D. **ARCHITECTURAL COMMITTEE.** The committee of Association Members appointed to deal with architectural matters as set forth in this Declaration, which shall initially be appointed by the Developer in accordance with this Declaration. The Developer shall deal with all architectural matters regarding a Tract, in lieu of the Architectural Committee, until such Tract is fully developed and the required notice to the Association is given.
- E. **ASSESSMENTS.** Those charges, fees and/or obligations set forth in Article X hereof. The term Assessments shall include:
 - 1. Benefit Assessments,
 - 2. Common Assessments,
 - 3. Neighborhood Assessments,
 - 4. Special Assessments, and
 - 5. Overage AssessmentsAs more particularly set forth in Article X.
- F. **ASSOCIATION.** The Reserve at Leonard Farms Home Owners Association, Inc.
- G. **BOARD OF DIRECTORS.** The Board of Directors of the Reserve at Leonard Farms Home Owners Association, Inc.
- H. **BYLAWS.** The bylaws of The Reserve at Leonard Farms Home Owners Association, Inc.
- I. **COMMON AREA or COMMON PROPERTY.** All real property and personal property owned by the Association. The terms Common Area or Common Property shall include property owned

by the Association, but intended for the use of a specific Owner, known as Exclusive Common Area.

- J. DECLARATION. This Declaration of Rights, Restrictions, Affirmative Obligations and Conditions for The Reserve at Leonard Farms, including any amendments hereto later recorded.
- K. DEVELOPER. The Leonard, L.P., its successors and assigns.
- L. DEVELOPER CONTROL PERIOD. The time period during which the Developer is entitled to exercise all voting rights in the Association, which shall extend from the date of the recordation of this Declaration for a period of ten years, or, until the development of The Reserve is completed, whichever occurs first. Developer may, at Developer's sole discretion turn over certain duties to the Association at any time by notifying the Association of such duties in writing during such period and shall have certain veto powers during such period.
- M. ESTATE LOT. A lot designated as an Estate Lot in the Master Plan. No lot shall be classified as an Estate Lot until a plat showing the site is recorded in the appropriate recording office for the recording for land records where the property is located and the Tract of which it is a part is subjected to this Declaration.
- N. EXCLUSIVE COMMON AREA. That portion of the Common Area or Common Property owned by the Association, but designated for the use and benefit of one Owner or a group of Owners, but not for the use and benefit of all Members of the Association.
- O. LOT. A platted lot within any of the subdivisions subjected to this Declaration shall both be considered to be within the meaning of "Lot", whether an Active Adult Lot, Townhome Lot, Manor Lot or Estate Lot, or, whether any future classification of "Lot" established by the Developer and made a part of this Declaration by amendment.
- P. MANOR LOT. A lot designated as a Manor Lot in the Master Plan. No lot shall be classified as a Manor Lot until a plat showing the site is recorded in the appropriate recording office for the recording for land records where the property is located and the Tract of which it is a part is subjected to this Declaration.
- Q. MASTER PLAN. The drawing which represents the conceptual plan for the future development of The Reserve at Leonard Farms. Since the concept of the future development of The Reserve at Leonard Farms may be subject to continuing revision, this term shall refer to the latest revision thereof.
- R. MEMBER. The Owner of a Lot entitled to be a member of the Association.
- S. NEIGHBORHOOD ASSESSMENTS. Assessments to be charged by the Association, or by an association established for the benefit of one Subdivision for such items as mowing and exterior maintenance, which are not common to all Subdivisions.
- T. PROPERTY OWNER or OWNER. Each owner of a fee simple interest in a lot which has been subjected to the provisions of this declaration, whether one or more persons or entities, including contract Sellers but excluding those having any interest merely as security for the performance of any debt or other obligation.
- U. REAL PROPERTY. That real property more particularly described on Exhibit A attached hereto and made a part hereof. The real property is that property which may be subjected to this Declaration by the Developer in whole or in part in accordance with the procedure set forth in paragraph IV of this Declaration.
- V. THE RESERVE AT LEONARD FARMS or THE RESERVE. That community consisting of multiple subdivisions to be developed on the Real Property, as shown on the Master Plan of Developer as it may be revised from time to time.
- W. RESTRICTIONS. The rights, restrictions, affirmative obligations and conditions set forth in this document.
- X. SUBDIVISION. A group of Lots of the same classification within The Reserve at Leonard Farms, such as Active Adult, Townhome, Manor or Estate.
- Y. TOWNHOME SITE OR LOT. A site intended for the development of multiple residential

dwelling units, which may have a zero lot line clearance in accordance with the applicable local ordinance. No site shall be classified as a "Townhome Site" until a plat showing it is recorded in the appropriate recording office for the recording for land records where the property is located and the Tract of which it is a part is subjected to this Declaration.

- Z. TRACT. A parcel of land within a subdivision located in The Reserve at Leonard Farms, which is designated for residential use and which has been subjected to the provisions of this Declaration as provided for in Section III. of this Declaration. There may be more than one Tract which composes each subdivision within The Reserve at Leonard Farms. Tracts within the same subdivision may be subjected to this Declaration at various times.

II

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL RESIDENTIAL PROPERTIES IN THE RESERVE AT LEONARD FARMS AFTER SUBJECTED TO THIS DECLARATION.

The purpose of these restrictions and conditions is to create a community which is aesthetically pleasing and functionally convenient to the Property Owners. The establishment of objective standards relating to design, size and location of structures makes it possible to take advantage of the individual characteristics of each parcel or Tract. In order to implement the purposes of these covenants Developer shall establish, and may amend from time to time as provided for in this Declaration, objective standards and guidelines binding upon the Property Owners and which shall be applicable to each Tract as the Tract is specifically made subject to these restrictions as set forth in Paragraph IV. hereof. These restrictions shall apply to all residential properties, including all Active Adult Lots, Townhome Lots, Manor Lots and Estate Lots. It shall be the sole right of the Developer to designate a Lot as belonging to a particular classification. No Lot shall be classified a Lot of a particular classification until a plat showing the Lot is recorded in the appropriate recording office for the recording for land records where the property is located and the Tract of which it is a part is subjected to this Declaration.

- A. All residential properties shall be used for residential purposes, recreational purposes incidental thereto and customary accessory uses.
- B. The use of a home office is permitted provided there is no customer or client traffic to or from the residence and no sales activity is conducted from the residence and no delivery is made to the residence.
- C. No junk cars, inoperable vehicles, oversized vehicles, race cars, tractors, or trailers shall be maintained or parked on any property in The Reserve at Leonard Farms or its streets at any time. No recreational vehicles, campers, boat trailers, or boats shall be maintained or parked on any property in The Reserve at Leonard Farms. Vehicle repair shall be conducted inside a closed garage and no major repair shall be conducted in The Reserve.
- D. No sign shall be erected on any Lot, including but not limited to the Owner, a tenant, a Realtor, a contractor or a subcontractor, including any sign advertising the structure for sale. The Developer, by its employees and/or agents shall have the right to remove any sign in violation of this provision at the expense of the Owner. During the development of The Reserve at Leonard Farms, the Developer reserves the right to approve other signage including but not limited to size, color, content, number of signs, and location, and any such approval shall be in writing. Developer shall have the right to maintain signage offering Lots sites for sale during the development of the subdivision.
- E. All Lots and other properties in The Reserve shall be kept free from and unclean, unsightly, unkempt, unhealthy or unsafe conditions of the building or grounds, and from any other condition which would decrease the beauty or safety of The Reserve at Leonard Farms. All trash shall be stored in garbage cans or other approved sanitary containers which shall be screened from view from the street and adjoining properties, and kept in a clean and sanitary condition. Garbage cans shall not be placed at the curb before 6 p.m. the day before trash pick-up and shall be promptly removed from the curb on the day of trash pick-up. No Lot, Tract, or other property in The Reserve shall be used as a dumping ground for rubbish.
- F. There shall be no exploration for, development operations for, drilling for or mining or quarrying for oil, gas, hydrocarbons, or other minerals conducted on any Lot, Tract, or property in The Reserve at Leonard Farms. No derrick or other structure designed for use in boring shall be erected, maintained or permitted on any Lot, Tract, or property.

- G. Easements for the installation and maintenance of utilities and for drainage will be reserved and shown on the recorded plat for each Tract. Within these easements no structure, planting or other material shall be placed or permitted to remain which will damage or interfere with the installation or maintenance of the utilities or change the direction of the flow of drainage channels in easements or obstruct the flow of water. The responsibility for maintaining the easement area shall be that of the Owner unless provided to the contrary in any recorded easement agreement.
- H. No structure of a temporary character shall be constructed or maintained on any property, including but not limited to any mobile home, tent, shack, barn, or out-building. No structure of a temporary character, trailer, mobile home, basement, tent, shack, barn, play- house, or out-building shall be used as a residence at any time, whether temporarily or permanently. A temporary field office and/or temporary tool sheds may be used by the Developer and by builders, but shall be removed immediately upon the completion of construction.
- I. No business enterprise shall be conducted on any Lot, Tract, or property.
- J. No noxious or offensive activity shall be conducted on any Lot, Tract, or property, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood or increase the insurance rates of other Lots, Tracts, Units, or properties.
- K. No animals, livestock or poultry of any kind shall be raised, bred or kept on in any Lot, Tract, or property except for household pets, such as dogs, cats, fish, and birds, which may be kept provided they are not bred or maintained for commercial purposes. No reptiles or arachnids shall be kept as pets. Care shall be exercised by the Owner to contain household pets and to insure that their waste does not become a nuisance to adjoining Owners. No dog cages or fences for a dog lot or for other animals shall be allowed. Invisible fences shall be allowed. No animals shall be allowed to roam freely or run at large.
- L. The Developer reserves the right to enter upon any Lot, Tract, or property and cut grass and weeds at the expense of the owner before a structure is constructed on the Lot, Tract, or property, but shall not be obligated to do so.
- M. No outside clotheslines or above ground fuel storage tanks shall be permitted.
- N. No Lot shall be subdivided without the prior written consent of the Developer and unless in compliance with all local ordinances and regulations, unless such part of a Lot or entire Lot is combined in use with another Lot for the construction of one dwelling.
- O. No building shall be built closer to the side, front, or rear lot lines than the minimum setback lines shown on the recorded plat or in recorded restrictions specifically applicable to a specific Tract. Eaves and steps shall not be considered for determination of setback violations. There shall be no mechanical equipment, pool equipment, or other equipment placed within the setbacks.
- P. No building, dwelling, structure, fence, wall or other permanent improvement shall be erected, placed, or altered, nor shall the Owner or his agent apply for a building permit until the proposed plans, specifications, exterior color or finish, plot plan showing the location of the building or structure, driveways, off-street parking areas, landscaping, removal of existing trees, and screening have been approved in writing, as provided in Article V. No prefabricated houses shall be constructed. The Developer reserves to itself the right to promulgate and amend from time to time architectural standards and construction specifications for specific neighborhoods, tracts, or subdivisions within The Reserve at Leonard Farms and to subject specific neighborhoods, tracts, or subdivisions within The Reserve at Leonard Farms to further restrictions applicable only to a certain Tract, which shall be effective from the time the instrument setting forth the same is recorded in the applicable recording office. Items which may be defined include, but are not limited to, location of the improvements on the Lot, architectural style, exterior color or finish, roofing material and specifications, siding material, driveway material, landscape design, screening requirements, and construction technique. Any construction or alteration of mailboxes and newspaper boxes, fences, screening, ancillary recreation facilities, mini satellite dishes, or exterior lighting shall also be approved pursuant to plans submitted by the Owner before construction of the same is commenced in accordance with the procedure set forth in Article V.
- V. Each Property Owner shall provide space for the parking of vehicles off the street at such time as the building or structure is to be occupied.
- Q. No mailbox, newspaper box or light pole shall be erected, maintained or altered on any Lot, Tract, or

property until the proposed box or light pole is approved in writing by the Developer or Architectural Committee, as applicable, as to design, color and location, which may be a uniform brick mailbox and paper box structure or of a design in keeping with the exterior design of the dwelling, and may include a uniform light pole. The Developer reserves the right to establish in The Reserve at Leonard Farms or for a particular Tract, regulations for a uniform mailbox, newspaper box, and/or light pole, which may define standard design criteria for all mailboxes, newspaper boxes, and light poles, and which may include a uniform house number. Exterior light poles, other than as installed by the Developer, shall require the approval in writing by the Developer or Architectural Committee, as applicable, as to design, color and location. The Developer reserves the right to exclude any exterior light poles, other than those that are Developer installed, in its sole discretion. No "dusk to dawn" exterior lighting shall be allowed. Approval for all items enumerated in this section shall be in accordance with the procedure for approval of plans for construction provided in Article V.

- R. No television antenna, radio receiver, satellite receiver, radio transmitter or similar device shall be attached to or installed on any residential Lot, or Tract, or the exterior portion of any building except for cable television devices, which shall be as inconspicuous as possible. Mini (three foot size or smaller) satellite dishes shall be allowed if concealed or screened from view. Any Screened area and the location of the mini dish shall be approved in the same manner as the plans for construction provided in Article V. Any fencing shall be approved in the same manner as the plans for construction, with plans submitted to include type of fencing, finish, location, and height. Fencing or walls constructed of wood, brick, or stone shall be considered for approval of the plan of design. No chain link or woven wire fencing shall be allowed. No fencing or wall shall extend further toward the front of the Lot than the rear wall of the dwelling. The exterior surface of the fence shall be finished. The Developer reserves to itself the right to limit fencing to that surrounding pools, in the sole discretion of the Developer. All plans for fencing shall be approved in accordance with the procedure set forth in Article V., which shall specify all pertinent information, including but not limited to design, finish and location.
- S. No recreational facility, including but not limited to a tennis court, volley ball court, basketball goal, swimming pool, child's playhouse, playground equipment, or gazebo, or lighting for the same, shall be constructed on a Lot without approval of the plans. No increase in drainage onto other properties in the development shall be permitted from the construction of such a facility. Plans shall be approved in the same manner as the plans for construction provided in Article V. and shall specify size, location, screening or fencing, and landscaping. Children's toys shall be concealed from view when not in use.
- T. No above ground swimming pools shall be permitted. All swimming pools shall be in-ground pools, concealed or screened from view. No pool shall extend further toward the front of the Lot than the rear wall of the dwelling. Any pool design, including lighting, fencing, and landscaping, shall be approved in the same manner as the plans for construction provided in Article V.
- U. All driveways shall be concrete, pea gravel in cement, or brick pavers. No asphalt driveways shall be allowed. All driveways shall be paved in one of these forms within sixty (60) days after certificate of occupancy is issued for the dwelling or it is occupied, whichever occurs first, weather conditions permitted. Plans for driveways, including location, size and material shall be approved in the same manner as the plans for construction provided in Article V.
- V. All landscaping on a dwelling built by an Owner shall be completed within sixty (60) days after certificate of occupancy is issued, weather conditions permitted. All landscaping on a dwelling bought from a contractor shall be completed within sixty (60) days after the date of purchase, if not previously completed, weather conditions permitted. Irrigation systems shall be designed so that no overspray shall occur onto other property, common areas or streets.
- W. All single family dwellings shall have a grade floor level not less than eighteen (18) inches above the highest finish grade at the building footprint.
- X. No mechanical equipment, pool equipment or other equipment shall be allowed within the set back.
- Y. Safety precautions, barricades and warning lights shall be provided during construction work on any street. No parking shall be allowed on any common area or street during construction. Deliveries requiring temporary stopping on streets shall be off-loaded immediately and not left unattended for any length of time. The Developer shall have the right to designate "no parking" areas on the streets in the development and in the common areas during the Developer Control Period.

AA.

BB. The right is reserved to the Developer to fenced the exterior boundary of the Reserve, which fence, once constructed, shall become an obligation of the Association to maintain.

CC. No gates shall be permitted within the development except for those at the entry to the development which gates, once constructed, shall become an obligation of the Association to maintain.

DD. The only vehicular access from any Lot shall be onto the streets in the development. There shall be no access onto streets not located within the development, even if the property adjoins such streets.

III.

CONSTRUCTION REQUIREMENTS

- A. During construction the Owner and his builder shall be responsible for removal of debris, including debris from the clearing of any Lot or Tract and construction debris. Construction material or debris shall not be placed on a Lot or Tract other than that on which construction is occurring.
- B. During construction the builder shall be responsible for controlling runoff and erosion.
- C. All construction shall comply with applicable local ordinances and state statutes. Construction shall not cause any interruption of utility service. Barriers and appropriate lighting for safety shall be used during construction involving the streets. At least one traffic lane shall be open at all times.
- D. Once construction has commenced on a Lot, it shall be completed within one year from the date of commencement.

IV.

PROCEDURE TO SUBJECT A TRACT TO THESE RESTRICTIONS.

- A. In order to subject a Tract to these restrictions, the Developer shall record in the appropriate recording office for the recording for land records where the property is located, an instrument signed by the Developer, describing the Tract to be subjected to these restrictions by a metes and bounds property description, stating that these Restrictions shall be applicable to the Tract described.
- B. The Developer may subject portions of the Real Property to the provisions of these restrictions, but shall not be obligated to do so. Additional restrictions for each Subdivision subjected to these Restrictions may be recorded in addition to these Restrictions and may be more restrictive than the Restrictions contained herein, but may not be less restrictive.
- C. The right is specifically reserved to the Developer to designate Lots as belonging to a specific classification and to change the classification of a Lot.

V.

APPROVAL OF PLANS FOR CONSTRUCTION, ALTERATION, ADDITION AND DEMOLITION

- A. Before any dwelling, structure, fence, wall, screening, mailbox and/or newspaper box, light pole, exterior lighting, television antenna, radio receiver, satellite receiver, radio transmitter or similar device, mini satellite dish, recreational facility, pool, pool fence, fence, child's playhouse, playground equipment, tennis court, volley ball court, basketball goal, swimming pool, or gazebo, sidewalk, driveway, irrigation system, or, any other temporary or permanent improvement of any kind shall be erected, placed, altered or demolished on any Lot, Site or Tract, and, before the Owner shall apply for a building permit, the Owner shall submit to the Developer in duplicate the proposed plans, specifications, exterior color or finish, and plot plan showing the location of the building or structure, driveways, off-street parking areas, landscaping, removal of existing trees. Dwelling style shall be limited to Southern Vernacular. The Developer or Architectural Committee, as applicable, shall have thirty (30) days to approve or disapprove the plans submitted. The Developer or Architectural Committee, as applicable, shall have the right to reject plans for any reason, and, shall have the right to refuse the installation of any exterior improvement proposed to be installed. If the plans are not approved, the Owner may resubmit them for approval with changes. The Developer

shall have the right to limit fencing or walls to specified locations for any reason or no reason. Refusal to approve or approval of plans, location and specifications may be based upon any grounds, including but not limited to purely aesthetic considerations in the sole discretion of the Developer or Architectural Committee, as applicable. No alteration in the exterior appearance of any building or structure, and no addition to the building, structure or Lot, or Tract shall be made without like prior written approval by the Developer or Architectural Committee, as applicable, including, but not limited to, exterior color. The Developer, or Architectural Committee, as applicable, shall retain one copy of the plans and related material furnished to it for its records. In the event approval is neither granted nor denied within thirty (30) days after actual receipt of all of the materials necessary for Developer to make a decision, the plans shall be deemed to be approved. Any approval or disapproval shall be in writing.

- B. No plastic, vinyl or PVC siding shall be used. All composition roofing shingles shall be "architectural grade". No three-tab shingles, imitation tile, or combustible roofing shall be allowed. No flat roofs shall be allowed, except for twenty percent (20%) or less of the total building footprint. A minimum of seventy five percent (75%) of the exterior surface of all buildings shall be brick, stone, masonry, or synthetic stucco in finish. Special consideration shall be given to designs of historical significance requiring a greater percentage of wood finish. Maximum roof height shall be thirty five (35) feet measured from the highest point of the grade at the front (that side facing the primary street) of the dwelling, excluding chimneys, cupolas and incidental projections. Impervious surface coverage shall be limited to forty percent (40%) of the Lot area (for the purposes of this provision, combined lots or a lot combined with a portion of a lot shall be considered as one Lot).
- C. At such time as construction is initially completed on all Lots and Tracts, the Developer shall notify the Association of the establishment of the Architectural Committee and shall appoint the initial Architectural Committee. The Developer reserves the right to notify the Association to establish the Architectural Committee and appoint the Architectural Committee for a particular Tract or subdivision which is fully developed. The notice from the Developer shall specify the portion of property over which the Architectural Committee shall have control, before the entire development is completed. Such designation shall not give the Architectural Committee any control over the remainder of the development not submitted to its control. At such time the Architectural Committee shall take over the functions set forth in this Article. The Architectural Committee shall be charged with reviewing all proposed work to assure the objective of maintaining high standards of quality in improvements and lifestyle. The Architectural Committee shall be charged with establishing a uniform application for construction approval and shall review each application objectively.

VI.

ESTABLISHMENT OF THE ASSOCIATION.

- A. Each Owner of Lot shall be a Member of The Reserve at Leonard Farms Home Owners Association, Inc. Membership shall be appurtenant to and shall not be separated from ownership of the Lot.
- B. The Association shall have two classes of voting membership. Class A Members shall be all Owners, with the exception of the Developer. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be Members. The vote for each Lot shall be exercised as the majority of the persons constituting the Owner may determine, but in no event shall more than one vote be cast per Lot. The Class B Member shall be the Developer, who shall be entitled to exercise all voting rights in the Association until such time as this Declaration has been of record for ten years, or, the development of The Reserve is completed, whichever occurs first. Developer may, at Developer's sole discretion turn over certain duties to the Association at any time by notifying the Association of such duties in writing.
- C. The Association shall be governed by a Board of Directors. The initial Board of Directors shall be appointed by the Developer. The Board of Directors shall have the powers and perform the duties and responsibilities set forth in the Bylaws, except that during the of Developer Control Period, as set forth in this Article VI, Section B, the Board of Directors shall exercise only such powers as are delegated to it by the Developer, and, the Developer shall receive written notice of all actions taken by the Board of Directors and shall have the right within three days of receipt of the notice to veto any such action. The Members may delegate to the Board of Directors such powers as they deem reasonable except that they shall not delegate the authority to amend this Declaration.
- D. There shall be an Architectural Control Committee established consisting of three Members of the Association appointed by the Developer. Architectural control shall be delegated to the Architectural Control Committee as each Tract is completed. The Appointment of the Architectural Control

Committee shall occur at such time as the first Tract is fully developed and the authority for the architectural control of the Tract is delegated to the Association. The Developer shall receive written notice of all actions taken by the Architectural Control Committee during the Developer Control Period, and shall have the right within three days of receipt of the notice to veto any action taken by the Architectural Control Committee.

- E. Association Bylaws enumerating the rights and obligations of Members of the Association shall be recorded in the applicable office.
- F. Assessments shall be paid by each member to the Association as set forth in Article X. of this document and in the Bylaws of the Association.
- G. The Association shall have the right, but not the obligation, to control vermin, cut growth and charge the Owner of the Lot or Tract after notice to the Owner and the Owner's failure to do so for a period of ten (10) days after receipt of the notice. The Association shall have the right, but not the obligation, to remove any structures, improvements, signage, or other items located on a Lot which are not permitted by these restrictions, at the cost and expense of the Lot Owner.
- H. Each Owner shall to furnish to the Association the name of each person who rents or leases a dwelling located on a Lot together with a statement as to the duration of lease, within ten days of the occupancy of the dwelling located on a Lot.
- I. The Association shall have no right to encumber the Common Area to secure a loan to the Association without approval of _ % of the membership. During development the Common Area may be subject to a development loan, however at such time as a Tract is developed, the development loan shall be subordinated to this Declaration.
- J. No person shall have the right to demolish any part of the Common Area without approval of the Developer (or Architectural Control Committee in the event that the Developer Control Period has passed) and Association
- K. The Developer reserves the right to establish additional associations of home owners for a particular subdivision, to create such an association for a particular subdivision before a Lot in that subdivision is conveyed, to establish bylaws and committees within such association, and to subject a Tract within a Subdivision to additional restrictions which reference and require the additional association. Such associations may handle Neighborhood Assessments for such items as mowing and exterior maintenance in a specified Subdivision.

VII. EASEMENTS

The following easements are established for the benefit of the Developer and the Association, their employees and agents:

- A. An easement is hereby established for the removal any item which is not permitted to be placed on a Lot or on the Common Area, including but not limited to signs, improvements, and vegetation.
- B. An easement is hereby established for maintaining Lots, for which maintenance is required, including but not limited to mowing, to be charged as Neighborhood Assessments.
- C. An easement is hereby established for mowing and maintaining Lots which have not been maintained by the Owner after notice to such Owner at the last address for such Owner on the records of the Developer or the Association.
- D. An easement is hereby established in order for the Developer or the Association to carry out any provision of this document, including any maintenance requirements established for a particular Subdivision.
- E. An easement is hereby established in the event of an emergency for emergency personnel and agencies to carry out their duties.

VIII.

COMMON AREA OR COMMON PROPERTY

Common Area or Common Property shall consist of such property as may be designated from

time to time on a plat to be recorded in the appropriate recording office for the recording for land records where the property is located, and, any personal property acquired by the association designated in the bill of sale as such, but only the lessee's interest in any property leased by the Association shall be included. At such time as a Tract is developed, the Common Area shall be conveyed to the Association. The Association shall be responsible for the maintenance of the Common Area as set forth in Article VIII.

Exclusive Common Area shall be included within the term Common Area. Exclusive Common Area may be shown on plat to be recorded in the appropriate recording office for the recording for land records where the property is located an/or designated in a deed to the Association and in the deed to the Owner of an individual Lot. Exclusive Common Area for the use of an individual Owner shall include such items as patios and porches, sidewalks leading to a dwelling, swimming pools, and fencing. Costs associated with the maintenance repair and replacement of an Exclusive Common Area for the use of an individual Owner shall be subject to a Benefit Assessment. Exclusive Common Area for the use of all of the Owners of Lots within a Subdivision shall be subject to a Neighborhood Assessment. In the event it is necessary to change the use of the Exclusive Common Area for the use of all of the Owners of Lots within a Subdivision, the designated use of such Exclusive Common Area may be changed by the majority vote of the Members in the Subdivision after notice, and, meeting or written consent, submitted to the Association and recorded in the appropriate recording office for the recording for land records where the property is located.

IX.

MAINTENANCE OF COMMON AREAS

The Association shall maintain, repair and replace the Common Area, to be funded by Assessments as set forth in this Declaration. Maintenance shall include, but shall not be limited to the maintenance, repair, and replacement of a).all exterior grounds maintenance, including but not limited to, landscaping, grass, trees, and other flora, b) all private streets and roadways, including snow removal, c) all entranceways, fencing, walls, and security facilities, d) all miscellaneous buildings and improvements owned by the Association, d) equipment owned by the Association or to be acquired by the Association, e) facilities for the use of one Subdivision or Tract, the Owners of Lots within it, which may or may not be covered within a Neighborhood Assessment and may be controlled by another association at such time as it is established, f) facilities required as a part of the subdivision process, including but not limited to drainage retention ponds, and g) the exterior of a dwelling owned by an Owner, and items within the term Exclusive Common Element, including but not limited to, sidewalks, patios, driveway and like elements which are used by the Owner of an individual Lot within a particular Subdivision and established by restrictions applicable to such Subdivision.

The cost of maintenance shall be allocated to the types of Assessments set forth in this declaration.

The Association may contract with various parties from time to time for the maintenance of the Common Area in whole or in part, with or without competitive bidding as it determines.

X.

ASSESSMENTS TO BE PAID TO THE ASSOCIATION

- A. Assessments shall be used for the purposes of promoting proper maintenance, repair, replacement and management of the properties within The Reserve and for fulfilling the obligations of the Association.
- B. No assessment shall be due to the Association for a Lot until it is sold to a third party by the Developer, at which time an assessment shall be due if there is a dwelling on the Lot. If the Lot is unimproved at the time of its sale by the Developer to a third party, no assessment to the Association shall be due until the end of the twelve-month period after the closing of the sale or the issuance of the certificate of occupancy for the dwelling, whichever occurs first. The initial assessment for a Lot shall be as set by the Board of Directors of the Association. Such waiver of assessment shall not relieve the Owner of the obligation to properly maintain an unimproved lot, including keeping it neatly mowed and free from hazards and rubbish.
- C. A lien is hereby created for any assessment which remains unpaid for thirty (30) days after its due date, which shall be a lien on the Lot against which it is assessed and shall bear interest at the rate of ten percent (10%) per annum. Any Association assessments shall be subject to and subordinate to the rights of any noteholder secured by a first deed of trust, first mortgage, or like instrument on any

property in The Reserve at Leonard Farms, now existing or placed on any property in the future, unless a lien is recorded in the appropriate office for the recording land records with regard to a particular Lot, as provided in the Bylaws. No sale or transfer, other than a foreclosure under a first lien, shall relieve the Lot from the lien of the assessment or the Owner from personal liability for its payment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and in such event, the Owner shall be liable for all court costs and other expenses and reasonable attorney's fees incurred by the Association. The Association may record a lien in appropriate office for recording land records with regard to a particular Lot, for the unpaid assessment, which shall have priority from the date of recordation in accordance with the laws of the state where the Lot is located. 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 property.

D. Benefit Assessments are hereby created for:

1. The use of a Lot by an Owner which increases the maintenance cost to the Association above the result of an assessment which results from normal compliance with the Declaration. The amount of the Benefit Assessment shall be equal to the cost increase over normal maintenance cost. Such a Benefit Assessment may be imposed by the Board of Directors by majority vote after notice to the Owner, stating a hearing date, and after hearing;
2. Any charge because of additional cost incurred by the Association which is the result of the violation of the Restrictions as set forth in this Declaration. Such a Benefit Assessment may be imposed by the Board of Directors by majority vote after notice to the Owner, stating a hearing date, and hearing; and
3. Any charge incurred by the Association for individual services, including, but not limited to cable television, solid waste collection and disposal, Lot maintenance including the mowing and grooming of any unimproved Lot, or landscaping maintenance.

E. Common Assessments are hereby created for the purpose of maintaining the Common Areas, maintaining the Association, establishing replacement and reserve accounts, insurance, and other fulfilling any other duties of the Association resulting from all properties or Tracts within The Reserve. The streets in The Reserve are private and the Association shall be responsible for maintaining the same and no responsibility shall be placed on the municipality, where any part of the Real Property is located, for the maintenance of the streets or any Common Areas.

F. Neighborhood Assessments are hereby created for the purpose of covering any expenses necessary for an individual Subdivision and may at some point be delegated to a separate association.

G. Special Assessments are hereby created for:

1. For expense items which occur only in one year, such as the cost of acquisition, construction, reconstruction, unexpected expense, repair, and/or replacement of a capital improvement to the Common Areas, including but not limited to necessary fixtures and personal property, or, for other extraordinary expense. Such Special Assessment shall require a majority vote of the Members in the Association, and if the Declarant owns property which is the subject of this Declaration, the consent of the Declarant; or
2. For an expense item related to a specific Lot and Member in order to reimburse the Association for costs incurred in bringing a Lot into compliance with the provisions of the Declaration. Such Special Assessment may be imposed by the Board of Directors by majority vote after notice to the Owner, stating a hearing date, and after hearing.

H. Overage Assessments are hereby created for the purpose of covering any extraordinary expenses of the Association or overage.

XI.

RIGHTS RESERVED TO THE DEVELOPER

It shall be the sole right of the Developer to:

- A. Amend this Declaration during the Developer Control Period.
- B. Designate a Lot as belonging to a particular classification, to change the classification of a Lot, and/or to designate a new classification of Lots or new type of Subdivision. Record an instrument subjecting a Tract which is a portion of the Real Property to this Declaration, to add real property which may be subjected to the Declaration to the described Real Property.
- C. Approve or disapprove of plans and specifications for any and all improvements in The Reserve at

Leonard Farms, whether or not such improvements are listed in Article V. pursuant to the procedure set forth in Article V. for any reason or no reason.

- D. To appoint the initial Board of Directors and the initial Architectural Control Committee.
- E. Amend this Declaration during the Developer Control Period.
- F. Establish additional restrictions for a Subdivision and establish additional associations applicable to a particular subdivision.
- G. Establish "no parking" areas on the streets and Common Areas.

XII.

GENERAL PROVISIONS

- A. Amendments to this Declaration may be made by the Developer alone during the Developer Control Period. The Developer may waive a violation of a setback line after the construction of a building, for a period of ten years from the date this Declaration is recorded in the appropriate recording office for the recording for land records where the property is located. Setback line violations may also be waived by an instrument signed only by all adjoining Owners, including Owners of the property across the street and recorded in the appropriate recording office for the recording for land records where the property is located.
- B. All other amendments shall be proposed by the Board of Directors or any Member of the Association in accordance with the following procedure:
 - 1. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting, special or annual, of the Association at which such proposed amendment is to be considered.
 - 2. The amendment must be approved by a vote of not less than seventy-five percent (75%) of the Members entitled to vote in the Association with the consent of seventy-five percent (75%) of first lienholders.
 - 3. An instrument in recordable form setting forth the amendment duly adopted according to the provisions hereof shall be signed by the president or other authorized officer of the Association, and by the required number of first lienholders, shall be effective to amend this Declaration when duly recorded in the appropriate recording office for the recording for land records where the property is located. In the alternative, all of the Members may sign an amendment in recordable form instead of a signature by the president of the Association, together with the required number of first lienholders, which shall be effective when duly recorded in the appropriate recording office for the recording for land records where the property is located.
- C. No partition of the Common Area, in whole or in part, may be made without the consent of all of the Owners and lienholders.
- D. The Developer reserves the right to use a platted Lot or Lots for the construction of streets to provide access to other residential property by passing through this development.
- E. This Declaration and the Restrictions contained herein shall be construed to be covenants running with the land, and with every part thereof and interest therein. Each and every provision shall bind and inure to the benefit of all Owners, Lots, or Subdivisions or any part thereof or interest therein, and the heirs, representatives, successors and assigns of each Owner.
- F. The obligations, declarations, covenants, conditions, and restrictions contained in this Declaration shall be binding upon all present and future Owners for a period of twenty (20) years from the date of their recordation in the appropriate recording office for the recording for land records where the property is located. They shall be automatically extended for successive periods often (10) years unless an instrument signed by all of then current Owners and their first lien holders is recorded in the recorded in the appropriate recording office for the recording for land records where the property is located, or they are otherwise terminated as provided in this Declaration.
- G. Each Owner shall comply strictly with the Bylaws and with the administrative rules and regulations adopted pursuant to those Bylaws, and the obligations, declarations, covenants, conditions and restrictions contained in this Declaration. Failure to comply with the same shall be grounds for an

action to recover sums due, for damages or for injunctive relief, maintainable by the Board of Directors on behalf of the Association or by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

- H. Invalidation of any provision of this Declaration or of the Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

WITNESS the following signature this the day and year first above written.

THE LEONARD, L.P.

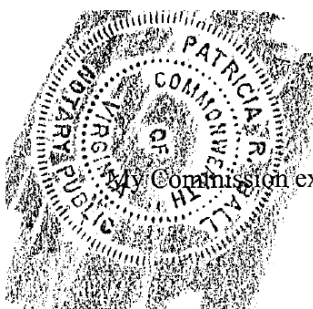
By: Frank L. Leonard

Frank L. Leonard, Managing Partner

STATE OF VIRGINIA CITY
OF BRISTOL

Personally appeared before me, a Notary Public in and for said city and state, Frank L. Leonard, who acknowledged himself to be the Managing Partner of The Leonard, L.P., a limited partnership, the within bargainer, and that he as such Managing Partner of The Leonard, L.P. being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Partnership by himself as Managing Partner.

Witness my hand and official seal at Bristol, Virginia, this the 18th day of November, 2004.



Patricia R. Bell
Notary Public
10/31/08

Exhibit A - Property Description

Exhibit B - Bylaws of The Reserve at Leonard Farms Home Owners Association, Inc.

EXHIBIT A
PROPERTY DESCRIPTION

Situate in Bristol, 2nd Civil District, Sullivan County, Tennessee and more particularly described as follows:

Being Lots 1 through 14 as shown on a plat entitled "The Reserve at Leonard Farms Phase IA" of record in the Register's Office for Sullivan County, Tennessee at Bristol, Tennessee, in Plat Book 8, page 68-72, to which plat reference is hereby made for a more particular description of said property and being the same property conveyed to The Leonard, L.P., by deeds of record in said Register's Office in Deed Book 259, page 32, Deed Book 214, page 100, Deed Book 214, page 103 and Deed Book 259, page 635.

EXHIBIT B.
BYLAWS
OF
THE RESERVE AT LEONARD FARMS HOME OWNERS ASSOCIATION, INC.

NOW, THEREFORE, this 18th day of November, 2004, the developer establishes the following declaration of rights, restrictions, affirmative obligations, conditions, and plan of development:

WHEREAS, the undersigned, Developer, has recorded Declaration of Rights, Restrictions, Affirmative Obligations and Conditions for The Reserve at Leonard Farms (hereinafter the "Declaration"), which is of record in the Office of the Register of Deeds of Sullivan County, Tennessee at Bristol, Tennessee in Deed Book ____, page _____, which calls for development for the real property owned by the Developer which may consist of multiple subdivisions; and

WHEREAS, the Developer has caused to be formed The Reserve at Leonard Farms Home Owners Association as a homeowners association for the mutual benefit of all of the owners of properties in The Reserve at Leonard Farms to provide maintenance for certain common areas including recreational facilities within The Reserve at Leonard Farms and to promote the health, safety, recreation, and welfare of the residents of The Reserve at Leonard Farms;

NOW, THEREFORE, these Bylaws are established and shall_ be binding upon the tracts of land submitted to the jurisdiction of the Declaration.

ARTICLE I
DEFINITIONS

AAACTIVE ADULT HOME. A detached single family residence and attached garage constructed or to be constructed on an active adult site.

BBACTIVE ADULT SITE or ACTIVE ADULT LOT. Any site intended for the construction of detached single-family dwelling with clearance as set by the applicable local ordinance, with common maintenance of grounds, which may include the commonly used term in local ordinances "patio home".

CCARCHITECTURAL STANDARDS AND CONSTRUCTION SPECIFICATIONS. Those architectural standards and construction specifications for specific neighborhoods or subdivisions within The Reserve promulgated by the Developer for the purpose of establishing uniformity and harmony within neighborhoods and which may be amended from time to time.

DDARCHITECTURAL COMMITTEE. The committee of Association Members appointed to deal with architectural matters as set forth in this Declaration. The Developer shall deal with all architectural matters regarding a Tract, in lieu of the Architectural Committee, until each Tract is fully developed and the required notice to the Association is given.

EEASSESSMENTS. Those Assessments which are Owner's share of the common expenses assessed against the property of the Owner from time to time by the Association and additionally may include any one or more of the following:

"Benefit Assessments" shall mean an assessment a) created for the use of a Lot by an Owner which increases the maintenance cost to the Association above the result of an assessment which results from normal compliance with the Declaration in which case the amount of the Benefit Assessment shall be equal to the cost increase over normal maintenance cost, or, b) any charge because of additional cost incurred by the Association which is the result of the violation of the Restrictions as set forth in the Declaration, or, c) any charge incurred by the Association for individual services, including, but not limited to cable television, solid waste collection and disposal, Lot maintenance including the mowing and grooming of any unimproved Lot, or landscaping maintenance. The Benefit Assessments set forth in a) and b) of this subsection may be imposed by the Board of Directors by majority vote after notice to the Owner, stating a hearing date, and after hearing;

"*Common Assessments*" shall mean an assessment created for the purpose of maintaining the Common Areas, maintaining the Association, establishing replacement and reserve accounts, insurance, and other fulfilling any other duties of the Association resulting from all properties or Tracts within The Reserve, including the streets in The Reserve which are private and the maintenance for which the Association is responsible;

"*Neighborhood Assessments*" shall mean an assessment created for the purpose of covering any expenses necessary for an individual Subdivision and may at some point be delegated to a separate association;

"*Special Assessments*" shall mean an assessment created for a) expense items which occur only in one year, such as the cost of acquisition, construction, reconstruction, unexpected expense, repair, and/or replacement of a capital improvement to the Common Areas, including but not limited to necessary fixtures and personal property, or, for other extraordinary expense, or, b) for an expense item related to a specific Lot and Member in order to reimburse the Association for costs incurred in bringing a Lot into compliance with the provisions of the Declaration.

"*Overage Assessments*" shall mean assessments for the purpose of covering any extraordinary expenses of the Association or overage.

FF.ASSOCIATION. The Reserve at Leonard Farms Home Owners Association, Inc.

GG.BOARD OF DIRECTORS. The Board of Directors of the Reserve at Leonard Farms Home Owners Association, Inc.

HR.BYLAWS. These bylaws of The Reserve at Leonard Farms Home Owners Association, Inc., as they may be amended from time to time.

IL COMMON AREA or COMMON PROPERTY. All real property and personal property owned by the Association.

JJ. "Exclusive Common Area" shall mean and include property owned by the Association, but intended for the use of a specific Owner or a group of Owners, but not for the use and benefit *Of* all Members of the Association.

KK.DECLARATION. This Declaration of Rights, Restrictions, Affirmative Obligations and Conditions for The Reserve at Leonard Farms, including any amendments thereto later recorded.

LL.DEVELOPER. The Leonard, L.P., its successors and assigns.

MM.DEVELOPER CONTROL PERIOD. The time period during which the Developer is entitled to exercise all voting rights in the Association, which shall extend from the date of the recordation of this Declaration for a period of ten years, or, until the development of The Reserve is completed, whichever occurs first.

NN.ESTATE LOT. A lot designated as an Estate Lot in the Master Plan from the time a plat showing the site is recorded in the appropriate recording office for the recording for land records where the property is located and the Tract of which it is a part is subjected to this Declaration.

OO.LOT. A platted lot within any of the Subdivisions subjected to the Declaration, whether an Active Adult Lot, Townhome Lot, Manor Lot or Estate Lot, or, whether any future classification of "Lot" established by the Developer and made a part of the Declaration by amendment.

PP. MANOR LOT. A lot designated as a Manor Lot in the Master Plan from the time the plat showing the site is recorded in the appropriate recording office for the recording for land records where the property is located and the Tract of which it is a part is subjected to this Declaration.

QQ. MASTER PLAN. The drawing which represents the conceptual plan for the future development of The Reserve at Leonard Farms, which is subject to continuing revision. This term shall refer to the latest revision thereof.

RR. MEMBER. The Owner of a Lot entitled to be a member of the Association. SS.

OFFICERS. The named positions set forth in Article V. of these Bylaws.

TT. PRINCIPAL OFFICE. 5904 Old Jonesboro Road, Bristol, Tennessee 37620, or such other place as may be subsequently designated by the Board of Directors.

VU. PROPERTY OWNER or OWNER. Each owner of a fee simple interest in a Lot which has been subjected to the provisions of the Declaration, whether one or more persons or entities, including contract sellers but excluding those having any interest merely as security for the performance of any debt or other obligation.

VY. REAL PROPERTY. That real property more particularly described on Exhibit A attached to the Declaration, which is that property which may be subjected to the Declaration by the Developer in whole or in part in accordance with terms of the Declaration.

WW. THE RESERVE AT LEONARD FARMS or THE RESERVE. That community consisting of multiple subdivisions to be developed on the Real Property, as shown on the Master Plan of Developer as it may be revised from time to time.

XX. RESTRICTIONS. The rights, restrictions, affirmative obligations and conditions set forth in the Declaration.

YY. RULES AND REGULATIONS. The rules and regulations established by the Developer for The Reserve, which may be amended from time to time and shall be binding on all Owners from adoption.

ZZ. SUBDIVISION. A group of Lots of the same classification within The Reserve at Leonard Farms, such as Active Adult, Townhome, Manor or Estate.

AAA. TOWNHOME SITE OR LOT. A site intended for the development of multiple residential dwelling units, which may have a zero lot line clearance in accordance with the applicable local ordinance from the time the plat showing the site is recorded in the appropriate recording office for the recording for land records where the property is located and the Tract of which it is a part is subjected to this Declaration.

BBB. TRACT. A parcel of land within a Subdivision located in The Reserve at Leonard Farms, which is designated for residential use and which has been subjected to the provisions of the Declaration, whether one or more Tracts within the same Subdivision, which may be subjected to the Declaration at various times.

ARTICLE II

ASSOCIATION MEMBERSHIP

A. Membership. Every Owner of Lot which is subject to assessment shall be a Member of the Association. No person not an Owner of Lot in The Reserve shall be a member. When more than one person holds an interest in any Lot all such persons shall be Members. The vote for each Lot shall be exercised as the majority of the persons constituting the Owner may determine, but in no event shall more than one vote be cast per Lot. Each Lot shall be entitled to one vote and an Owner of more than one Lot shall be entitled to one vote for each Lot owned.

B. *Developer Control Period.* During the Developer Control Period, the Developer shall be entitled to exercise all of the voting rights in the Association. The Developer may during the Developer Control Period, at Developer's sole discretion, turn over certain duties or all duties to the Association at any time by notifying the Association of such duties in writing during such period, and, even though such duties are turned over to the Association, the Developer shall have veto power until the expiration of the Developer Control Period.

C. *Delegation of Use.* Any Owner may delegate, his right of enjoyment to the Common Area which is not an Exclusive Common Area in accordance with these Bylaws to members of his family, his tenants, or contract purchasers who reside on the Lot. Each Owner shall notify the Association of the names of any person to whom such rights are delegated. The rights and privileges of such persons are subject to suspension to the same extent as those of the Owner. All such persons shall be bound by the terms and conditions of the Declaration, these Bylaws, and the Rules and Regulations of the Association to the same extent as the Owner.

D. *Membership as an Appurtenance.* Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Membership shall only be transferred as an incident to the transfer of a Lot and only to the new owner(s).

E. *Suspension of Rights.* The Association acting through its Board of Directors shall have the to suspend the voting rights and the right to the use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and, for a period not to exceed 60 days for any infraction of its published Rules and Regulations.

ARTICLE III MEMBERSHIP MEETINGS

A. *Membership List.* Each Owner shall initially notify the Developer in writing of its mailing address or any change in address until the first annual meeting. Thereafter each Owner shall notify the Secretary of the Association in writing of its mailing address or any change in address. No change of address shall be effective until ten (10) days after it is received by the Association. Upon change of ownership of a Lot, it shall be the responsibility of the new Owner to give notice of the change in ownership and of the Owner's address, and, until ten (10) days after it is received by the Association the change shall not be effective. Changes of address shall be made on the membership list within ten (10) business days after receipt by the Developer or Association, as applicable. The membership list as constituted ten (10) business days before mailing for an annual or special meeting shall be the membership list for such meeting. The membership list shall be a complete list of Owners together with their addresses, arranged alphabetically, together with Lot number within each subdivision which is owned. It shall be prepared and maintained by the Developer until the first annual meeting and thereafter by the Secretary of the Association. The list of members for a specific meeting shall kept from the time produced until sixty days after the meeting at the principal office of the Association, and shall be open to examination by any Owner during that time. It shall also be available at the meeting for which it was prepared.

B. *Place of Meetings.* All meetings of the Members shall be held at such place as may be stated in the notice of meeting, or if none is stated, at the principal office of the Association.

C. *Annual Meeting.* The annual of Members shall be held commencing with the year 2005, provided that such meeting will not be held until the sale of a Lot by the Developer has been consummated. The annual meeting shall be held on the second Tuesday in September of each year at 7 p.m., if not a legal holiday, but if a legal holiday, then on the following day unless otherwise determined by the Board of Directors.

1. Before the first annual meeting the Developer shall appoint the first Board of Directors and shall appoint the first Officers of the Association. The Developer shall, during the Developer Control Period, do the same annually before each annual meeting. During the Developer Control

Period, the names of the new Board of Directors and the new Officers of the Association shall be stated in the notice of the annual meeting and such appointments shall be effective as of the annual meeting. After the end of the Developer Control Period, the Members shall elect the Board of Directors and after their selection shall elect Officers from the Board of Directors except for the Secretary. The Secretary shall be appointed by the Developer during the Developer Control Period and thereafter shall be appointed by the Board of Directors.

2. Written notice of, the annual meeting shall be mailed to each Owner entitled to vote at the address for the Owner which appears on the membership list of the Association, at least ten (10) but not more than fifty (50) days prior to the meeting, which notice shall be deemed to be sufficient if sent to such address. Such notice shall include the annual budget as adopted by the Board of Directors and the proposed Assessments for the coming year, specified by types of Assessment.

C. *Special Meetings.*

1. Special meetings of the members for any purpose may be called by the president of the Association, by the vote of a majority of the Board of Directors, or shall be called at the written request to the president of the Association signed by not less than twenty-five percent (25%) of the Owners (one vote per Lot) entitled to vote at the meeting, which request shall state the purpose or purposes of the proposed meeting.

2. Written notice of a special meeting shall state the time, place, purpose of the meeting and the person or persons who called the meeting. The notice shall be mailed to each Owner entitled to vote at the address for the Owner which appears on the books of the Association, at least ten (10) but not more than fifty (50) days prior to the meeting, which notice shall be deemed to be sufficient if sent to such address.

3. Business transacted at any special meeting shall be confined to the purpose or purposes stated in the notice.

E. *Quorum.* Owners represent fifty percent (50%) of the total number of Lots, present in person or represented by written proxy, shall be required to conduct business at any meeting and shall constitute a quorum, except as otherwise provided by statute, the Declaration or these Bylaws. If a quorum is not present at the meeting the Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. If adjournment extends past thirty (30) days, notice of the date on which the adjourned meeting is to be re-convened shall be given to all Owners as here provided for in these Bylaws.

F. *Vote Required to Transact Business.* When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy filed with the Secretary of the Association in advance of the meeting, shall be required to decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes, the Declaration or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

G. *Number of Votes.* An Owner shall be entitled to a vote for each Lot owned.

H. *Proxy.* At any meeting of the members, every Owner having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof and shall be in writing and delivered to the Secretary of the Association before or at the beginning of the meeting. Such proxy shall not be dated more than fifty (50) days before the date of the meeting as initially scheduled. If more than one (1) person or entity owns a Lot, all such persons must sign the proxy as the Owner.

I. *Written Consent.* Whenever a vote of Owners at a membership meeting is required or permitted by any provision of statute, these Bylaws, or the Declaration, the action may be taken by written consent of all Owners who would have been of Members entitled to vote upon the action if such meeting were held.

J. *Order of Business.* The order of business at the annual meeting shall be as follows:

1. Roll call and certifying of proxies;
2. Proof of notice of meeting or waiver of notice;
3. Reading of minutes of the prior meeting;
4. Officers' reports;
5. Committee reports;
6. Appointment by the chairman of the meeting election officials;
7. Elections of Directors and Officers;
8. Unfinished business;
9. New Business; and
10. Adjournment.

K. *Special Assessment or Overage Assessment.* In order for a Special Assessment created for expense items which occur only in one year, such as the cost of acquisition, construction, reconstruction, unexpected expense, repair, and/or replacement of a capital improvement to the Common Areas, including but not limited to necessary fixtures and personal property, or, for other extraordinary expense, or for an Overage Assessment to be allowed, it shall first be considered and approved by the Board of Directors. The Board of Directors shall call a special meeting of the membership for the purpose of considering the Special Assessment or Overage Assessment and shall send to each Owner the proposed budget for the costs, and a narrative setting forth the items to be included in a Special Assessment and the considerations, or, in the case of an Overage Assessment an itemization of the additional costs and a narrative of the causes or considerations. Such notice shall be sent with the notice of the special meeting and at least thirty (30) days before the meeting date. The approval require for either Assessment set forth in this paragraph shall be a majority vote at the meeting with a quorum present, except that if addition of facilities are called for in a Special Assessment approval required shall by two- thirds vote at the meeting with a quorum present.

ARTICLE IV BOARD OF DIRECTORS

A. *Board of Directors.* The Association shall be governed by a Board of Directors which shall serve as the governing body of the Association. The Board of Directors shall have the powers and perform the duties and responsibilities set forth in the Tennessee Code Annotated, the Declaration and these Bylaws.

B. *Number and Term.* The Board of Directors shall consist of five (5) members. Until the Developer Control Period has ended the directors need not be Members. After t the Developer Control Period has ended, the directors shall be Members. The directors shall serve staggered two-year terms. The Developer shall appoint the initial Board of Directors and shall set the terms and designate directors to serve those terms, so that two directors shall serve for one year and three directors shall serve for two years. The Board of Directors shall serve until their successors shall are duly elected and qualified. Cumulative voting is not permitted.

C. *Vacancy and Replacement.* If the position of any director becomes vacant by reason of transfer of ownership, death, resignation, retirement, disqualification, removal from office or otherwise, the replacement director shall be appointed by the Developer during the Developer Control Period and thereafter a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors. The newly appointed director shall hold office for the unexpired term of the vacant directorship.

If the number of directors falls below three, a special meeting of the membership shall be called for the purpose of filling such vacancies in the Board of Directors.

D. *Powers and Duties.* The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, or, prohibited or reserved by the Declaration. The powers and duties of the Board of Directors shall include, but shall not be limited to the following:

1. To make and collect Assessments of all types.
2. To determine the annual budget, adopt it before the time for notice of the annual meeting, and amend it as necessary, and present it to the membership.
3. To determine, establish and adopt Assessments of all types annually before the time for notice of the annual meeting, or if applicable as to certain types of Assessments more often than annually. To establish the time within which payments of Assessments are due.
4. To use and expend the Assessments collected for the purposes of each assessment type as set forth in the definitions of these Bylaws.
5. To purchase the necessary equipment and tools required for the duties set forth.
6. To exercise the easements reserved with the least inconvenience to each Owner.
7. To insure the properties and liabilities required to be insured in accordance with the Declaration against the losses so set forth, to verify that all parties have certificates of insurance as needed, including lienholders, if applicable, and, to purchase such other insurance as the Board of Directors may deem advisable for the Association, including but not limited to liability coverage for the directors and Officers of the Association. To delegate duties with regard to insurance to an insurance committee appointed by the Board of Directors.
8. To collect delinquent assessments, interest, costs, attorney's fees, and penalties by suit, filing a notice of lien in the Register's Office for Sullivan County, Tennessee, or other means provided by the Declaration or applicable law. To set a penalty for the violation of the duly adopted Rules and Regulations of the Association, which penalty shall not to exceed ten dollars (\$10.00) per day per violation after notice to the Owner of the Lot responsible for the violation. To abate nuisances and enjoin or seek damages and penalties from Owners for the violations of the Declaration, Bylaws and the duly adopted Rules and Regulations of the Association.
9. To impose a Special Assessment for an expense item related to a specific Lot by majority vote of the Board of Directors after notice to the Owner, stating a hearing date, and after hearing.
10. To maintain the Common Areas, to employ and compensate such personnel as may be required for the maintenance, preservation, and improvement of the Common Areas, or to efficiently run the Association. To contract for management and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have specific approval of the Board of Directors or membership. To enter into a management, maintenance, service or other contracts with third parties, necessary to carry out the duties imposed on the Board of Directors.
11. To amend and adopt the Rules and Regulations of the Association initially promulgated and adopted by the Developer, including regulation of the use of the Common Areas and the conduct of all residents and guests, and/or change them from time to time, which Rules and Regulations shall be effective from the time they are approved by a majority of the membership at a meeting duly called for that purpose. Such Rules and Regulations shall be kept in the Principal Office of the Association as a matter of record, and furnished to each Owner after any modification. A copy shall be furnished to any Owner on request at any time.
12. To supervise and cause the Secretary of the Association to maintain a list of Owners with their respective addresses as called for by these bylaws. To maintain a list of Lots leased as required by the Declaration. To maintain the current Rules and Regulations of the Association
13. To carry out the obligations of the Association under any restrictions and/or covenants running with any land owned by the Association and to enforce the same.
14. To appoint committees, including an insurance committee, an assessment and budget committee, and, after the end of the Developer Control Period, a nominating committee which shall annually submit a slate of nominations for the Board of Directors to the membership together with a slate of Officers. To establish and appoint other committees, including a committee for the arbitration of disputes, if necessary. The Architectural Committee shall initially be appointed by the Developer in accordance with the Declaration.
15. To appoint committees for each Subdivision as may be set forth in specific restrictions for any

Subdivision, or other recorded instrument.

16. To prepare or cause to be prepared information packets for the sale of Lots with regard to the Declaration, these bylaws and/or Assessments.

17. To prepare and deliver or mail to the Owner of a Lot requesting the same in writing, or such person as the Owner designates in writing, a certificate signed by an officer of the Association stating whether or not Assessments are due and owing with regard to a Lot designated, the amount of such Assessments, the periodic amount of Assessments to be prorated, or such other Assessment information as the Owner may reasonably request, but only after the payment by the Owner of a reasonable fee to the Association, which fee shall be established by the Board of Directors from time to time, together with the time frame for the delivery of the statement. A properly executed certificate of the Association shall be binding upon the Association as of the date of its issuance. The Association shall not be required to produce such certificate as to a particular Lot more often than once every sixty (60) days.

18. To set a reasonable compensation for the Secretary of the Association.

F. *Liability* The Directors shall not be liable to the Owners for an mistake of judgment, or otherwise, except for their individual willful misconduct, actual bad faith or gross negligence.

G. *Compensation.* Neither directors nor the Officers shall receive compensation for their services unless otherwise approved by the Membership, except for the Secretary for the duties of Secretary and such duties as may be delegated to her which are within the duties of the Treasurer.

H. *Meetings.*

1. The annual meeting of the Board of Directors shall be held at the same place as annual meeting of the Association and immediately upon adjournment of the annual meeting of the Association, provided a quorum shall then be present, or, as soon thereafter as may be practicable.

2. Special meetings of the Board of Directors may be called by the president or a majority of the Board of Directors. The Secretary shall give notice of each special meeting either personally, by mail or confirmed telecopy at least three (3) days before the date of such meeting, but the directors may, waive notice in writing of any special meeting, either before or after such meeting.

3. A majority of the directors shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be sufficient to act on any business, unless otherwise stated by statute or the Declaration. If a quorum shall not be present at the meeting the directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

I. *Order of Business*. Unless otherwise determined by the Board of Directors, the order of business at all meetings of the Board of Directors shall be as follows: Roll call; Proof of notice or waiver of notice; approval of the minutes of the last meeting; reports of Officers and employees; Reports of committees; Unfinished business; New business; Adoption or amendment of budget and/or Assessment, if applicable; Adjournment.

J. *Annual Accounting Statement*. The Board of Directors shall present, no less often than at the annual meeting, a full and clear statement and accounting of the business and condition of the Association, including a report of the operating expenses of the Association and the income of the Association, including Assessments paid by each member. A copy of the same shall be kept at the Principal Office of the Association.

K. *Removal of Directors*. After the Developer Control Period, at any regular or special meeting of the Association duly called for such purpose, any one or more of the directors may be removed with or without cause by a vote of eighty percent (80%) of the Lots represented by Owners authorized to vote at the meeting. A successor may then be elected to fill the vacancy created by the removal of the director. Any director whose removal has been proposed by any Owner shall be given an opportunity to be heard at such meeting. The sale by a director of his last Lot, or other conditions eliminating him from the definition of Owner, shall automatically terminate the rights of such Owner to be a director.

ARTICLE V

OFFICERS

A. *Executive Officers*. The executive Officers of the corporation shall be a President, Secretary, Treasurer, and Vice President such other Officers and agents from the membership as they may deem necessary, who shall have such authority and perform such duties as from time to time may be prescribed by said Board of Directors.

B. *Tenure of Officers; Removal*. All Officers shall be Owners and shall be members of the Board of Directors, except for the Secretary who need not be an Owner or a Director. All Officers shall be subject to removal, with or without cause, at any time, by action of the Board of Directors. The Board may delegate powers of removal of agents to any officer. Officers shall serve for a one year term and until their successors are duly elected and qualified.

C. *President*. The President shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, on behalf of the corporation. He shall have general supervision and direction of all the other Officers of the corporation, and shall see that their duties are performed properly. He shall submit a report of the operations of the Association for the fiscal year to the Directors whenever called for by them and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the Association may require to be brought to their notice. He shall be an ex.:officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

D. *Secretary*. The Secretary shall keep the minutes of the meetings of the Board of Directors and of the membership. He shall see that all notices are fully given in accordance with the provisions of these Bylaws and applicable statutes. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents as necessary. He shall keep the lists of all Owners together with their addresses and Lot numbers with Subdivision. He shall keep the lists of all lessees and lease information. He shall prepare notices of past due Assessments and statements as to Assessments due and owing with regard to a Lot designated upon written request from the Owner. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Secretary may but be, but shall not be required to be a director or an Owner.

E. *Vice President.* The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

F. *Treasurer.* The Treasurer shall keep full and accurate accounts of receipts and disbursements in books of the Association, shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and, the Board of Directors at their regular meetings, or such other time as they may require, an accounting of all transactions and of the financial condition of the Association. He shall keep records as to any Owner who is delinquent in the payment of Assessments and report the same to the President and Board of Directors. He shall be responsible for preparing the annual budget to submit to committee from which to determine Annual Assessments and/or assist a committee appointed by the Board of Directors in its preparation. He shall be responsible for the preparation of a statement of Assessments due with regard to a particular Lot and dissemination of the same to such persons as request the same and pay the fee. He shall maintain a register for the names of any lienholders on Lots who have requested in writing that they be registered and given notice of non-payment of Assessments upon payment of a fee set by the Board of Directors (No responsibility being assumed by the Association with respect to said register in the event notice of non-payment is not given). With the approval of the Board of Directors, he shall be authorized to delegate all or part of his responsibilities to competent accounting, collection or management personnel, including but not limited to the Secretary, pursuant to written direction of the Board of Directors, but, in such event, the Treasurer shall retain supervisory responsibilities. The Treasurer may be required to give the Association, a bond in a such amount and with one or more sureties satisfactory to the Board of Directors for the-faithful performance of the duties of his. Office, and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever, kind in his possession belonging to the Association. At the election of the Developer during the Developer Control Period, or the election of the Board of Directors 'thereafter, the duties of the Treasurer authorized to be delegated by this subsection may be carried out by the same person who has been designated as the Secretary, who may also be required to be bonded in the same manner as the Treasurer.

G. *Vacancies.* If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, may elect a successor by majority vote. The successor shall hold office for the unexpired term.

H. *Liability of Officers.* To the extent permitted by the Tennessee Code Annotated in effect at the applicable time, no officer shall be liable to any Owner for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, each officer shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been an officer of the Association at the times such expenses and liabilities are incurred except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. Such indemnity shall be subject to approval by the members of the Association only when such approval is required by the Tennessee Code Annotated.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

- A. *Assessments.* All Owners by acceptance of a deed for a Lot shall be, whether or not it shall be so expressed in such deed, deemed to covenant and agree to pay to the Association, Assessments for purposes set forth in the Declaration. Each Owner shall be responsible for its non-owner family members, invitees, agents, employees, tenants and guests. An Owner is required to reimburse the Association for any expense incurred by the Association in repairing or replacing Common Areas damaged by such Owner, its non-owner family members, invitees, agents, employees, tenants and guests.
- B. *Common Areas.* All maintenance, repair and replacement to the Common Areas shall be made by the Association or at its direction and shall be charged to the members thereof as part of the Assessment, unless necessitated by the negligence, misuse or neglect of the Owner, on-owner family members, invitees, agents, employees, tenants and guests, in which case the cost shall be borne by the Owner.
- C. *Conduct.* Each Owner, non-owner family members, invitees, agents, employees, tenants and guests, and each and every occupant of a Lot shall at all times observe the published Rules and Regulations of the Association.
- D. *Notice.* Each Owner shall notify the Association of the name of any lessee in accordance with the Declaration. Each Owner shall notify the Association of any change in address for Owner, which change of address shall be effective ten (10) days after receipt by the Secretary. Each new Owner shall notify the Association of the name and address for the new Owner, which change of address shall be effective ten (10) days after receipt by the Association.

ARTICLE VII

NOTICES

- A. *Definition.* Whenever under the provisions of any statute or the Declaration notice is required to be given shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in the U.S. mail postage prepaid addressed to the person as his address appears on the books of the Association. Notice may also be given by confirmed telecopy or hand delivery.
- B. *Waiver.* Whenever any notice is required to be given under the provisions of the statutes or the Declaration, a waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.
- C. *Address.* The address for notice of the Association shall be that of the Registered Agent for service of process on the corporation. The address for the Association for the purposes of the Owners giving notice to the Association or contacting the Association shall be the address stated in these Bylaws, but may be changed from time to time by a mailing from the Board of Directors stating the new address.

ARTICLE VIII

FINANCES

- A. *Fiscal Year.* The fiscal year shall be the calendar year.
- B. *Checks.* All checks may be signed by any two of the following Officers: President, Vice President, Secretary, or Treasurer. The Board of Directors may designate other assistant Officers or other persons to be authorized signatories, but one signatory shall always be a designated officer.

C. *Assessments.* The Board of Directors shall have the authority to deal with Assessments as set forth in the Declaration and these Bylaws, including but not limited to budgeting and collection. All Assessments shall be payable to the Association. The Board of Directors may delegate the power to collect Assessments approved by the Board of Directors.

D. *Contracts.* The Board of Directors may enter into a management, maintenance, service or other contracts with third parties.

E. *Certificate of Assessments Due.* The Association shall, upon written request and payment of a reasonable charge set by the Board of Directors, furnish a certificate signed by an officer of the Association setting forth whether or not Assessments and/or Special Assessments are paid current, and the monthly amount of Annual Assessments on a specified Lot. A properly executed certificate of the Association shall be binding upon the Association as of the date of its issuance.

ARTICLE IX

DEFAULT

A. *Enforcement of Lien for Assessments.* In the event an Owner does not pay any sums, charges, or Assessments required to be paid to the Association by the due date, the Association, acting through its Board of Directors, may enforce its lien for assessments, or take such other action to recover the sums, charges or Assessments to which it is entitled, in accordance with the Declaration and the Bylaws.

B. *Legal Costs.* In the event legal action is brought by the Association against an Owner which results in a judgment or other determination in favor of the Association, the Owner shall pay the Association's reasonable court costs, attorney's fees and costs of collection.

C. *Other Remedies.* In the event of violation of the provisions of the Declaration, these Bylaws or the Rules and Regulations of the Association then in effect, after ten (10) day's written notice from the Association to the Owner to correct the violation stated in the notice, the Association, acting by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said Declaration, Bylaws, or Rules and Regulations, and may sue for damages, or take such other courses of action, or other legal remedy as deemed appropriate.

D. *Intent.* Each Owner, for himself, his heirs, successors and assigns, by accepting a deed to property in The Reserve agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the remedy available to the Association and regardless of the availability of the other equally adequate legal procedures. It is the intent of each Owner to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those moneys due and owing it from all Owners and to preserve each Owner's right to enjoy his Lot free from unreasonable restraint and nuisance.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable hours be subject to inspection by any member at the Principal Office of the Association. The Declaration and the Bylaws of the Association shall be available for inspection by any Member at the Principal Office of the Association, where copies may be purchased for a reasonable price, after a copy is furnished to the initial Owner.

ARTICLE XI

GENERAL PROVISIONS

A. *Amendment.* These Bylaws may only be altered, amended or added to at any duly called meeting of the members. The notice of the meeting shall contain a full statement of the proposed amendment. For approval there must be an affirmative vote of the Owners representing not less than two-thirds (2/3) of the total percentage of ownership of the Recreational Facilities, as well as an affirmative vote of a majority of the Board of Directors. No amendment to these Bylaws shall be passed which would operate to impair or prejudice the rights of any first lienholder, unless such lienholder consents in writing, nor shall any amendment be passed in violation of any provision of the Act.

B. *Conflict.* In the event of any conflict between the provisions of these Bylaws and provisions of the Declaration, the provisions of the Declaration shall control.

C. *Seal.* The Association shall have a seal, which shall consist of concentric circles between which shall be written the words: The Reserve at Leonard Farms Home Owners Association, Inc. and in the middle the smaller circle shall be written the word "SEAL."

D. *Waiver.* No provision of these Bylaws shall be deemed to be waived, abrogated or modified by reason of the failure by the Association or any Owner to enforce it, irrespective of the number of violations or breaches which may have occurred.

E. *Severability.* Invalidation of any provision of these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

F. *Headings.* The headings contained in these Bylaws are solely for convenience and shall not be construed as defining or describing the scope of these Bylaws or the intent of the provisions.

G. *Construction.* Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context requires.