

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

Valley View

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (hereinafter referred to as the "Declaration") is made and published this 17th day of August, 2020 by James E. Davis Sr., Timothy L. Davis and Barbara A. Davis (hereinafter referred to as "Developer") and any and all persons, firms or corporations hereafter acquiring any of the within described property:

WITNESSETH:

WHEREAS, Developer is the owner of a tract of land in the County of Maury, State of Tennessee and described on Exhibit A which attached and fully incorporated herein, known as Valley View Subdivision of which is shown upon a plat of record in Book _____, Page _____, Register's Office for said County.

WHEREAS, it is in the best interest of Developer, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions and easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Valley View Subdivision; and for the continued maintenance and operation of such common areas as may be provided;

NOW, THEREFORE, in consideration of the premises, the Developer agrees with any and all persons, firms, corporation or other entities hereafter acquiring any of the property hereinafter described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all hereafter collectively referred to as "Restrictions") relating to the use and occupancy thereof; said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and which shall inure to the benefit of each Owner thereof. Every person or other party hereafter acquiring any of the within described properties made subject to this Declaration, shall be deemed to have assented to this Declaration and Restrictions by virtue of acceptance of a deed to any of the properties or any interest therein.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

1.1 "Valley View" shall mean and refer to that certain residential community which is being developed in three or more sections on real property in Maury County, Tennessee and conveyed to Developer by deed of record in Book R2522, Page 989 Register's Office for Maury County, Tennessee.

1.2 "Association" shall mean and refer to Valley View Subdivision Homeowners Association, Inc., a nonprofit corporation to be organized and to exist under the laws of the State of Tennessee, its successors and assigns.

1.3 By-Laws "Bylaws" means the bylaws of Valley View Homeowners Association, Inc. attached hereto as Exhibit B and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws.

1.4 "Common Area(s)" shall mean and refer to any and all real property owned by the Association, or such other property to which the Association may hold legal title whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the members of the Association subject to the provisions of the Declaration, such Common Areas to include, without limitation, the streets, sidewalks, and other passageways to the extent not dedicated to and accepted by any governmental body, parks, recreational areas, and walls and fences constructed by Developer. Common Areas with respect to the properties made subject to this Declaration shall be shown on the plat(s) of Valley View Subdivision and designated thereon as "Common Areas" or "Open Space" and which shall constitute "general common elements"

1.5 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions; and Restrictions applicable to the properties as is recorded in the Office of the Register of Deeds for (county) County, Tennessee.

1.6 "Developer" shall mean and refer to James E. Davis Sr., Timothy L. Davis and Barbara A. Davis their heirs or successors and assigns.

1.7 "Member" shall mean and refer to any person or persons who shall be an "Owner" and, as such, shall be a member of the Association. "Member" shall also mean and refer to an Owner of Lot in Valley View Subdivision who elects to become a member of the Association and be bound by the Declaration.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee interest in any Lot which is a part of Valley View Subdivision excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

1.9 "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

1.10 "Residence" shall mean and refer to a residential dwelling constructed on a "Lot" or "Lot" in accordance with the provisions of Article VI and for which a certificate of occupancy has been issued.

1.11 " Lot" or "Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so designated on the subdivision plat or survey of Valley View Subdivision which shall be of public record.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

2.1 Property. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Maury County, Tennessee. All of the real property known as Valley View Subdivision shall be submitted to these restrictions, subject to the Developer's right to construct improvements on the properties in phases and the right to submit certain additional land.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. (a) Every person or entity who is the Owner of record of a fee interest in any Lot within the Properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations. Every person who is a resident of Valley View Subdivision and who elects to be bound by this Declaration, the Association's Articles of incorporation, Bylaws, Rules and Regulations shall also be a Member. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot (or of a residence in Valley View Subdivision) shall be the sole qualification for membership. When any Lot is owned of record in tenancy by the entireties or tenancy in common or by some other legal entity, membership as to such Lot(s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Paragraph 3.2 herein below.

- (a) During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, or be in violation of the covenants or restrictions imposed on owners of residences in Valley View, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation other than the non-payment of an assessment, a

member's voting and use rights may be suspended by the Board only after a hearing. Such hearing shall be held by the board (or a committee thereof) only after giving such Member ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of and procedure for the hearing. Determination of the default or violation and imposition of the sanction shall be made by a majority vote of the Board or the Committee thereof. The rights of the Association under this paragraph are in addition to the right to enforce maintenance restrictions in paragraph 6.3, below.

- (b) No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the Bylaws, or as the Developer or the Directors of the Association may from time to time hereafter adopt.

3.2 Voting and Voting Rights.

- (a) The voting rights of the Members shall be appurtenant to the ownership of the Lot. There shall be two classes of Lots with respect to voting rights:
 - (i) Class A. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined, and the Owner(s) of each such Class A Lot shall be entitled to one (1) vote. When two or more persons hold an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than one (1) vote be cast with respect to any Lot. For purposes of this paragraph, residents of Valley View Subdivision who elect to become Members shall be deemed to be Owners of Class "A" Lots.
 - (ii) Class B. Lots still owned by the Developer are designated as Class "B" lots and each Developer shall be entitled to four votes for each lot. The Developer shall cause all lots to be converted to Class "A" status when 80% of the lots are owner occupied.
- (b) Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.
- (c) Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Member of his Lot. No proxy shall be valid unless in a form approved by the Board of Directors as an official proxy. A corporate Member's vote shall be cast by the President of the Member corporation or by any other officer or proxy appointed by the President or designated by the

Board of Directors of such corporation. The vote of a limited liability company Member shall be cast by the Chief Manager of such company.

- (d) Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members present at the meeting shall, prior to voting on any matters, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the official solicitation of proxies for such elections may be conducted by mail.
- (e) The Developer shall have the right, in its discretion, to appoint at least one (1) representative on the Board of Directors during the first three (3) years after the date hereof notwithstanding the sale of all the Lots within Valley View Subdivision to Owners within such time frame.

ARTICLE IV

COMMON AREA PROPERTY RIGHTS

4.1 Ownership of the Common Areas shall be vested in the Association, shall remain undivided and shall not be subject to partition or division of co-ownership. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, including any Common Areas which may be added to Valley View, which shall be appurtenant to and shall pass with the title for every Lot subject to the provisions of this Declaration, the Charter and Bylaws of the Association, including, but not limited to, the following:

- (a) The right of the Association to limit the use of the Common Area to Members, their families, and guests;
- (b) The right of the Association to suspend the voting and enjoyment rights of a Member for any period during which any assessment against his Lot remains unpaid, or for an infraction of the Association's published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to a public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes appurtenant to Class A Lots and Class B Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Areas when such easements are requisite for the convenient use and enjoyment of the Properties.

4.2 The Homeowners Association shall maintain all of the Common Areas including all detention and retention ponds, common drainage ditches, wall and fences constructed by the Developer, and maintenance of all landscaped areas and recreational areas

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Monthly or Annual Assessment for Maintenance Fund. For each Class A Lot owned within the Properties, every Member covenants, and each subsequent owner of any such Lot, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association monthly or annual assessments or charges for the creation and continuation of a maintenance fund in the amount hereafter set forth, which may be levied by the Board of Directors of the Association. However, if Developer converts any Class B Lots to Class A Lots before all Lots are Owner occupied, the Developers will not be subject to Homeowners Association fees or any annual assessment fees.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes shall include maintenance, landscaping and beautification of all of the Common Areas including all detention and retention ponds, common drainage ditches, wall and fences constructed by the Developer, and maintenance of all landscaped areas and recreational areas. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto and amortization of future maintenance costs and reserves, the employment of a general manager and other personnel; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other personnel whom the Directors may determine to be useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

5.3 Creation of the Lien and Personal Obligation of Assessment. In order to secure payment at and after due date, as each assessment becomes due there shall arise a continuing lien and charge against each Lot, the amount of which shall include costs and reasonable attorney fees to the extent permissible by law. Each such assessment, together with such interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such Owner of such obligation if the same is not paid when due by the successor assuming it. The lien securing the obligation shall nevertheless be enforceable against the Lot even after sale to

a subsequent purchaser for value from such Owner. The Board of Directors may also cause a separate notice of lien to be filed of record in connection with any action to collect the assessment herein provided. The Board of Directors shall have the same right with respect to residents of Valley View Subdivision who elect to become Members of the Association.

5.4 Exempt Property. The assessments, charges and liens created under this Article V shall not apply to the Common Area, nor shall it apply to any Lot, the title to which is vested either in any mortgagee subsequent to foreclosure; provided, however, that upon the resale of such property by such mortgagee the assessment herein provided shall again commence and accrue and shall be fully applicable to such Lot upon the conveyance to any subsequent Owner. Any Lot which Developer may hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessments and charges created herein. In addition, all property dedicated to and accepted by a local public authority, all land granted to or used by a utility company shall be exempt from such assessments.

5.6 Date of Commencement of Assessment: Due Dates:

Annual assessments provided herein shall commence as to each Lot effective as of the date of transfer from Developer to Lot Owner. Prepayment of assessments through the end of the calendar year in which the closing occurs shall be paid on a prorated basis. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessments shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Member. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid to date.

5.7 Effect of Non-Payment of Assessment: Remedies of the Association. Any assessment not paid within the due date shall bear interest at the maximum legal contract rate and to the extent allowed by law. The Association, its agent or representative, may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorneys' fee for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot. By acceptance and recordation of deed to a Lot, each Member grants to the Association irrevocably the power to sell the Lot at Public auction to the highest and best bidder for cash in accordance with the procedures, terms and conditions governing Judicial or Trust Sales provided by Tennessee law.

5.8 Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any deed of trust (sometimes hereinafter called "mortgage") on any Lot. The sale or transfer of any Lot shall be subject to any assessment lien. The sale or transfer of any Lot which is subject to any mortgage, pursuant to a foreclosure thereof, or under a power of sale or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but the Association shall have the lien upon the proceeds from foreclosure or sale junior only to the said foreclosed mortgage but senior to the equity of redemption of the mortgagor or trustor.

ARTICLE VI

RESTRICTIONS

6.1 Improvements. Improvements placed on any lot must comply with the following:

(a) Square footage for a two-story house shall contain a minimum of 1750 square feet of living space exclusive of basement, garage and enclosed patios or porches with a minimum of 1000 square feet of living space on the ground floor. Square footage for a one-story home shall contain a minimum of 1500 square feet of living space exclusive of basement, garage and enclosed patios or porches.

(b) Each residential structure shall provide a private attached garage with 16 feet doors or an architecturally compatible detached garage compatible and in harmony with the design, materials, and workmanship of the residential structure constructed on any said lot. No metal out buildings or prefabricated metal or plastic buildings will be allowed. Dutch or gable style will be allowed. The garage shall have space for not less than two cars and to be constructed at the same time the residential structure is constructed. No carports are allowed.

(c) Any improvement on any lot shall comply with all setback lines as set out on the Final Plat of the Subdivision. Side setback lines for contiguous lots where conjoined which are owned by the same identical person(s) shall not be applicable if the residence is built over the conjoined lot line; however, such improved contiguous lots may not be further subdivided. All adjacent homes built in Valley View to either have different exterior treatments (colors and/or materials) and front elevations or to be a different floor plan to other adjacent homes and to homes directly across the street.

(d) The exterior walls of all residential structures must be constructed with brick, stone or cementous siding such as James Hardy or Certainteed siding. No vinyl siding is allowed. Eaves, cornice, overhangs can have vinyl soffits with aluminum fascia and frieze other paint grade materials. All residential structures shall have brick, stone or parge foundations and house numbers. All Homes shall be landscaped with sod in the front yard to the corner of the front

of the home and the sides and back yard must be seeded and strawed or equivalent. No individual mailboxes are allowed. Cluster mailboxes shall be provided and maintained by Association.

(e) All residential structures shall be constructed ("stick built") on the premises; and the moving of old houses, garages, or other buildings from another location to any lot in this Subdivision is strictly prohibited. Panels or trusses are allowed.

(f) All utilities on a lot shall be underground from the utility pole to the residential structure served by such utilities.

(g) In-ground swimming pools are allowed in the rear of the lot behind the rear wall of the residential structure. All above-ground pools must be in the rear of the lot behind the residential structure with a deck built around the pool.

(h) All Homes shall be landscaped with sod in front yard to the corner of the front of the home and the sides and back yard must be seeded and strawed or equivalent.

6.2 Restrictions

(a) No single-wide, double-wide, or triple-wide mobile home, modular home or prefabricated home shall be erected on any lot or used as either a temporary or permanent residence on any lot. No trailer, tent, shack, garage, barn, or temporary structure of any kind shall be allowed, used or occupied on any lot of the Subdivision as a residence, for storage or otherwise. No basement or cellar of an incomplete residential structure constructed on any lot shall be used or occupied for residential purposes.

(b) The owner of a lot in the Subdivision must complete the residential structure within one (1) year after its commencement, including finished landscaping and driveway. All construction debris generated by construction activities on a lot shall be placed and kept in a construction dumpster.

(c) No fence may be erected or maintained on any lot or lots in the area between the rear line of any residential structure on the lot and the front line of the lot containing the residential structure. In any event, all fences must not be over six feet in height and shall face the finished side (without bracing) toward the outside of the lot. Fencing materials shall be decorative aluminum, wood, or vinyl, and no chain link, woven wire, barbed wire, stock panel or other farm-type fence is allowed. All fences shall be properly maintained. For the purposes of this paragraph, any boundary line adjacent to the road will be considered a "front line."

(d) No inoperable vehicles of any kind shall be stored on any lot at any time for more than thirty (30) days unless stored in a garage.

(e) All lots shall be graded by Owner/Builder such that all water is diverted to drainage areas and not drain on other lots.

(f) Any felled trees, excess soil or other debris collected from the individual lots must be removed from the Subdivision within one (1) month after completion of construction of the residential structure or any structure. All boulders which are accumulated as a result of digging out basements are to be removed from the Subdivision within one (1) month after construction of the residential structure or other structure has been completed at the lot owners' expense. No felled trees, boulders or debris are to be placed on any lot other than the individual lot currently being built upon.

(g) No detached accessory buildings or sheds may be erected and maintained on any lot unless they are constructed on a concrete foundation, built on site, of substantially the same material and of the same type of architectural design as the residential improvement. No detached accessory building or shed may be larger than five hundred (500) square feet or higher than twenty (20) feet.

(h) All lots containing a residential improvement and adjoining lots owned by the same owner, whether or not they contain a residential improvement, must be regularly maintained with a grass cover, ground cover or other plantings. All lots located shall be kept clean, free of debris, mowed, and clipped.

(i) All driveways and sidewalks must be constructed out of regular brush finish concrete. At construction of Residence owner shall be responsible for construction sidewalk parallel to the street across the entire front of the lot. Exposed aggregate finishes are not allowed.

(J) One antenna per lot shall be allowed. Under no circumstances will any sort of tower antenna be allowed. No satellite dishes shall be allowed to be installed any nearer to the front of the residential structure than the edge of the roof on the front of the residential structure.

(k) No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot which may be or may become an annoyance or nuisance to any resident of the Subdivision.

(l) No vehicle used for commercial purposes (over 9,000 pounds) shall be parked or allowed to remain on any Subdivision lot except for the time reasonably and customarily required for loading and unloading and to serve the domestic needs of residents of the Subdivision and their guests, it being the intent of this paragraph that no vehicle used for commercial purposes shall be parked or allowed to remain (except within a garage) on a continuous and regular basis.

(m) Any boats, motor homes, and vehicle trailers stored on the premises shall be

maintained in an enclosed garage, or, in the alternative, shall be maintained as closely as possible alongside a garage, or to the rear of the main structure on the premises, as closely as possible to such premises. Recreational vehicles or boats shall not be parked within the front yard longer than forty-eight (48) hours. Recreational vehicles or boats stored within a side yard shall be screened from adjoining lots and the street. Screening shall constitute fencing and shall comply with Section 6 hereof.

(n) No signs shall be erected or permitted to remain on any lot or upon any structure on the lot except a sign not exceeding four (4) square feet displayed in connection with the sale of the premises.

(o) No animals, livestock or poultry of any kind shall be raised, kept, or maintained on any lot except that a reasonable number of customary household pets shall be permitted. No animals or birds of any kind shall be kept on the premises for commercial purposes, and domestic pets as permitted in this paragraph shall be kept upon the Subdivision lot of their owner. No dog houses shall be erected on a lot.

(p) No rubbish, garbage, or debris shall be allowed to remain on any lot. Trash, garbage, or other debris shall not be kept except in sanitary containers. No rubbish, garbage, or debris shall be burned. No tarpaulin or tent materials will be allowed to cover any item on a lot.

(q) No lots may be re-subdivided so as to create additional lots in the Subdivision.

6.3 Notwithstanding anything to the contrary contained in these restrictions, Developer shall have and does now reserve the right at any time, without the joinder or consent of any other party or entity, to amend these restrictions by an instrument in writing duly signed, acknowledged and filed for record in the Office of the Register of Deeds of Maury County, Tennessee, for a period of three years from the recording date.

6.4 Maintenance.

(a) All Lots, together with the exterior of all improvements located thereon shall be maintained in neat and attractive conditions by their respective owners.

(b) In the event any Owner shall fail to complete his residence according to the approved plans or to maintain the improvements situated upon his or her Lot in a manner satisfactory to the Association, including any landscaping, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, and after ten (10) days notice in writing to the Lot Owner, and his continued failure to commence the correction of the matter in issue, enter upon said Lot and complete, repair, or maintain such

improvements or landscaping and the costs attributable thereto shall be added to and become a part of the assessment to which such Lot is subject and the owner shall be personally liable for the cost so incurred; provided, however, only three (3) days notice shall be required for nonperformance of routine landscape maintenance.

6.5 Residential Use. Unless otherwise designated on the recorded plat, each Lot shall be used only for private, single family residential purposes and not otherwise.

6.6 Governmental Restrictions. Each Member shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his residence. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

6.7 Rules and Regulations. The Board of Directors may establish reasonable rules and regulations from time to time, all of which shall be binding upon every Member.

6.8 City of Columbia shall have the right but not the obligation to enforce any restrictions dealing with health, safety, and welfare which could be otherwise enforced by any land owner of record in the development.

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ARTICLE VII

EASEMENTS

7.1 General. Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat(s) or survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Areas which will interfere with the rights and use of any and all easements shown on such recorded plat.

7.2 Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developers, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE VIII

PROVISIONS FOR PROTECTION OF MORTGAGEES

8.1 Special Actions Requiring Mortgagee Approval. Notwithstanding anything herein to the contrary, unless each of the mortgagees of the individual Lots, as the case may be, have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission, seek to abandon the Properties or terminate the restrictions declared herein; except as provided by statute in case of substantial loss of the Lots and Common Areas;
- (b) Partition or subdivide any Lot;
- (c) Change the pro rata interest or obligations appurtenant to a Lot or Lot for purposes of levying assessments and charges and determining shares of Common Areas and Proceeds of the Properties.
- (d) By act or omission, seek to abandon, partition or subdivide, encumber, sell or transfer the Common Areas. The granting of easements for public purposes consistent with the intended use of the Common Areas shall not be deemed to transfer within the meaning of this clause;
- (e) Use hazard insurance proceeds for losses to any common facilities for other than the repair, replacement or reconstruction of such improvements, except as provided by statute.

8.2 Special Rights of Mortgagees. A mortgagee, or beneficiary of any deed of trust shall be entitled to the following rights:

- (a) Upon request, such mortgagee is entitled to written notification from the Association of any default in the performance of any individual Owner of any obligation under the Declaration.
- (b) Upon request, such mortgagee is entitled to receive copies of any other notices permitted or required by this Declaration to be given to an Owner.
- (c) Any mortgagee shall have the right to examine the books and records of the Association during regular business hours, and such books and records shall be made available to such mortgagees upon written request, delivered at least seven (7) days prior to the date on which such inspection is requested.

8.3 Conformity with Federal Home Loan Mortgage Corporation Regulations., Notwithstanding anything to the contrary contained in these restrictions, all terms, conditions, and regulations now existing, or which may be promulgated from time to time, by the Federal Home Loan Mortgage Corporation pertaining to planned residential developments of the same type as Valley View Subdivision are hereby incorporated as terms and conditions of this Declaration and shall be binding upon Developer, the Association and the Owners, so long as such terms and conditions are not inconsistent with the laws of the State of Tennessee and do not infringe on any substantial property rights of individual Owners. Any agreement for the professional management for the Association, whether it be by the Developer, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years. The Association shall give to the Federal Home Loan Mortgage Corporation, notice in writing of any loss to or the taking of the common facilities if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00). That Association may rely on the

information contained in book entitled "Mortgages" as must be established pursuant to this Declaration for a list of mortgages to be notified hereby.

8.4 Notice of Mortgage. Any Owner who mortgages his ownership interest shall notify the Association in such manner as the Association may direct, of the name and address of his mortgagees. The Association shall maintain such information in a book entitled "Mortgages".

8.5 Subordination of a Lien for Assessments. Any holder of a mortgage or deed of trust which comes into the possession of a Lot pursuant to the remedies provided in such instrument, or by foreclosure or deed (or assignment) in lieu of foreclosure, shall take such Lot free and clear of any claims for unpaid assessments of charges against the mortgaged Lot which accrued prior to such holder coming into possession as provided in paragraphs 5.4 and 5.8, above. While a mortgagee is in possession of a Lot, such Lot shall be exempt from assessment as provided in paragraph 5.4. Moreover, such Mortgagee shall not be required to follow the procedures set forth in paragraph 8.1 as a condition of reselling such lot.

ARTICLE IX

GENERAL PROVISIONS

9.1 Covenants Running with the Land All provisions, conditions, restrictions, options benefits and burdens contained in this Declaration and the Bylaws attached hereto and forming a part hereof shall be construed as covenants running with the land and with every part thereof and every interest therein, including, but not limited to, every Lot and the incidents and appurtenances of every Lot; and every Owner and every claimant of any interest of any nature at any time in the Properties, or any Lot, either present or future, and every Owner's heirs, executors, administrators, successors and assigns shall be bound by and entitled to the benefits of the same.

9.2 Acceptance of Development. By the acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for Valley View, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, water, sewer, management office, decorative masonry, landscaping, and all other improvements as designated on the Plat of record in Book _____ Page _____. Register's Office for Maury County, Tennessee. Such purchaser agrees that all improvements constructed after the date of purchase consistent with such plans, and of the same quality of then existing improvements, shall be accepted. Security will be provided at the Developers discretion, and no owner shall have any cause of action for failure to provide adequate security.

9.3 Amendment. The covenants and restrictions of this Declaration may be amended by the Developer as a matter of right until such time as all of the lots in Valley View Subdivision have been converted to Class A status or until three (3) years from the date of recording this Declaration, whichever first occurs. No such amendment may change the percentage of ownership interest of a Lot or Lot or otherwise operate to

diminish an Owner's rights without the consent of the affected Owner and Mortgagees. This Declaration and the Bylaws of the Association may also be amended by a vote of at least three-fourths (3/4) of the Members of the Association; provided however that nothing herein contained shall require the holder of a mortgage or deed of trust to join in an amendment unless the amendment changes the size of the Lot or Lot or the pro rata interest of said Lot or Lot in the Common Areas. Any such amendment shall not become effective until the instrument evidencing such amendment and its adoption has been duly recorded in the Register's Office for Maury County Tennessee.

9.4 Enforcement. Each Member, Owner, tenant, occupant or invitee shall be governed by and shall comply with the provisions of this Declaration, the Bylaws, and the decisions, resolutions and regulations from time to time adopted by the Board of Directors; and failure to comply with the same or any default shall entitle the Board of Directors or other unit owners to the following relief:

- (a) Any such default shall be grounds for an action by the Board of Directors on behalf of the other Members to recover any sums or amounts due, to recover damages or to secure injunctive relief, foreclosures of any lien, or any combination thereof
- (b) Any Member shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Member's act, neglect or carelessness or by that of the Member's invitees, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Board of Directors, or by insurance carried by an injured or damaged Member (where insurance is carried, it is agreed and intended that such insurance shall provide, if possible, that no insurer shall have any right of subrogation against, or any right of action against, the Developer, any Member, any Owner, any Owner's lessees, invitees, employees or agents).
- (c) in any proceeding arising because of an alleged default by a Member, the Board of Directors shall be entitled to recover from the Member the costs of the proceeding and reasonable attorney's fees.
- (d) The failure of the Board of Directors to enforce any right, provision, covenant or condition which may be granted by the Declaration and Bylaws shall not constitute a waiver of the right of the Board of Directors to enforce such right, provisions, covenant or condition in the future.
- (e) Invalidation of anyone or more of the terms, covenants restrictions or provisions of this Declaration or the Bylaws by judgment, court order, legislation or regulation shall not affect, alter, modify or impair any other term, covenant, restriction or provision of such documents.

9.5 Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and

rights set forth herein shall be binding upon and inure to the benefits of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

9.6 Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developers or its successors reserves the right (by and with the mutual written consent of the Owner or Owners for the time being of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

IN WITNESS WHEREOF, the Developer has cause this Declaration of Covenants, Conditions, and restrictions to be duly signed this 17th day of August, 2020

James E. Davis Sr.
James E. Davis Sr.

Timothy L. Davis
Timothy L. Davis

Barbara A. Davis
Barbara A. Davis

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me the undersigned, a Notary Public in and for said County and State the within named James E. Davis Sr., Timothy L. Davis and Barbara A. Davis the bargainor(s) with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee this 17th day of August 2020.

John Bell
Notary Public

My Commission expires 2/26/22



EXHIBIT A

Located in the 9th Civil District of Maury County, Tennessee, and more particularly described as follows: Bounded on the North by Myers and Mitchell, Ease by B. H. Burt, South by Burt Drive, the North line of the Crestview Subdivision and by Burt Drive Extended, West my James Cathey, and more particularly described as follows: Beginning at an iron pin in James Cathey's East line, said point being the Northwest corner of Lot 57 of Hardie Acres Subdivision: thence with Myers South 83 deg. 31 minutes East 305.75 feet to an iron pin; thence with same and with same and with Mitchell South 82 deg. 22 minutes East 1375.03 feet to an iron pin; thence with B. H. Burt South 13 deg. 47 minutes West 502.11 feet to an iron pin; thence with the North line of Burt Drive and the North line of Burt Drive Extended north 84 deg. 23 minutes West 1602.27 feet to an iron pin; thence with James Cathey North 84 deg. 23 minutes West 1602.27 feet to an iron pin; thence with James Cathey North 4 deg. 50 minutes East 548.81 feet to the point of beginning; containing 19.83 acres according to the survey of John J. Harris dated April 20, 1967.

But there is included in the above description and excluded from this conveyance a tract of 2.0 acres heretofore conveyed by B. H. Burt and wife to Jerry Ray Turner and wife by deed recorded in Book 487 Page 533, Register's Office for Maury County, Tennessee, to which reference is made for the full description of the excluded portion.

Being the same property conveyed to James E. Davis Sr., a single man, and Timothy L. Davis, a married man, and Barbara A. Davis, an unmarried woman, by deed from Phyllis Scribner and Judith L. Scribner, Trustees of The Katie B. Scribner Irrevocable Trust, of record in Book R2522 Page 989, Register's Office for Maury County, Tennessee.

EXHIBIT B

By-Laws

**BYLAWS OF
VALLEY VIEW HOMEOWNERS ASSOCIATION, INC.**

ARTICLE 1: DEFINITIONS

The words defined in the Declaration of Covenants, Conditions and Restrictions for Valley View (hereinafter referred to as the "Declaration"), shall have the same meaning in these Corporate Bylaws.

ARTICLE 2: OFFICES

2.01. Registered Office. The initial registered office of the corporation shall be at 1615 Fair House Road, Spring Hill, TN 37174 and the name of the registered agent of the corporation is Timothy L. Davis.

2.02. Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE 3: MEMBERS AND MEMBERSHIP PRIVILEGES

3.01. Membership in the Association. Every Person who is a record owner of a joint or undivided fee interest in any Lot shall be deemed to be a member of the Association (each such person or entity, a "Member"). Membership shall be appurtenant to and may not be separated from such fee interest ownership, and any transfer of a Lot shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate that Member's membership.

ARTICLE 4: MEETINGS OF MEMBERS

4.01. Place of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board of Directors.

4.02. Annual Meeting. Unless otherwise specified in a written notice from the Board of Directors, an annual meeting of the Members of the corporation shall be held each year on the second Tuesday of the third month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 p.m. at which time the Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting. Provided, however, the annual meeting must be held no later than forty-five (45) days from the original scheduled date. The first regular annual meeting of the Members may be held, subject of the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may

(if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four months after all of the Lots have been sold by the Declarant; or (b) three years following conveyance of the first Lot by the Declarant.

4.03. Special Meeting. Special meetings of the Members, for any purpose or purposes, may be called by the president, the Board of Directors, or by Members having not less than five (5%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of such meeting.

4.04. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than fifteen (15) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting.

4.05. Quorum. The presence in person or by proxy of more than ten (10%) percent of the percentage values of those votes entitled to be cast at a meeting of the Members and at least ten percent (10%) of the percentage values of each class of Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to vote thereat, present in person or represented by proxy, 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 at which might have been transacted at the meeting as originally notified. Notwithstanding the foregoing, in an case where the provisions of this Section shall be in irreconcilable conflict with the provisions of the Declaration of Covenants, Conditions and Restrictions for Valley View, the provisions of the Declaration shall control.

4.06. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of at least fifty-one percent (51%) of the percentage values of those votes entitled to be cast of Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Charter of the corporation or these Bylaws, a different vote is required, in which case such express provision different vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

4.07. Method of Voting; Proxies. Each Member shall be entitled to a vote for each Lot owned by such Member. No Member, other the Declarant, shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Lot in Valley View to the Board of Directors. The vote of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Lot shall be in the name of two or more persons as Co-owners, all of such persons shall be Members of the corporation and are referred to herein as a Joint Co-owners. Any one of such Joint Co-owners may vote at any meeting of the Members of the corporation and such vote shall be

binding upon such other Joint Co-owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Co-owners (in person or by proxy) shall be required to cast their vote as Members. If two or more of such Joint Co-owners are present at any meeting, their unanimous action shall also be required to cast their vote as Members of the corporation.

4.08. Cumulative Voting Denied. Cumulative voting for Directors shall not be permitted.

ARTICLE 5: DIRECTORS

5.01. Management. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Declaration, the Charter, or these Bylaws, directed or required to be exercised or done by the Members.

5.02. Number; Qualifications; Election; Term. The Board of Directors shall consist of three (3) Directors, each of whom shall be a Member of the Association or a partner or representative of the Declarant, or its subsidiaries or affiliates. The Initial Board of Directors shall appointed by Declarant. One Director to serve term of one (1) year and one Director to serve a two (2) year term and one to serve a three (3) year term and thereafter each director will be elected to a three-year term. Directors shall serve without compensation.

5.03. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any special meeting of the Members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor or successors may be chosen at a special meeting of Members called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

5.04. Place of Meetings. The Directors of the corporation shall hold their meetings, both regular and special at a place to be determined by the Directors when the meeting is scheduled.

5.05. Annual Meetings. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the corporation, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

5.06. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.07. Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days' notice to each Director, either personally or by mail or by facsimile special

meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

5.08. Quorum. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.09. Committees Having Board Authority. The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate an Design Review Committee, a Nominating Committee for members of the Board of Directors and such other committees as deemed necessary to consist of two (2) or more of the Directors of the corporation. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by statute or the Charter.

5.10. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by the president thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

5.11. Procedure. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

5.12. Managing Agents. The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to Valley View Subdivision as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of Valley View Subdivision which are not by statute, the Declaration, the Charter or these Bylaws, required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

ARTICLE 6: NOTICES

6.01. Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mail as aforesaid.

6.02. Waiver. Whenever any notice is required to be given to any Member or Director of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 7: OFFICERS

7.01. Number; Titles. The officers of the corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a secretary and a treasurer. Any two (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

7.02. Election. The Board of Directors at its first meeting after each annual meeting of Members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board.

7.03. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

7.04. Salaries. The salaries of all officers of the corporation, **if any**, shall be fixed by the Board of Directors.

7.05. Term of Office; Removal. Each officer of the corporation shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

7.06. President. The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.

7.07. Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be.

7.08. Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories

as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE 8 : MISCELLANEOUS PROVISIONS

8.01. Reserves. There may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of Valley View or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

8.02. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.03. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

8.04. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

8.05. Indemnification. The corporation shall indemnify any Director, officer, or employee, or former Director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse to any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under bylaw, agreement, vote of Members or otherwise.

8.06. Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8.07. Amendment of Bylaws. These Bylaws may not be altered, amended or repealed except by the affirmative vote of at least seventy-five percent (75%) of the percentage values of those votes entitled to be cast by Members qualified to vote. Notwithstanding the foregoing, for so long as the

Declarant maintains its weighted vote as described in paragraph 4.2 of the Declaration, any and all amendments to these Bylaws shall be subject to the veto of the Veterans Administration or the Federal Housing Administration.

8.08. Table of Contents; Headings. The table of contents and headings used in these bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

CERTIFICATION

I hereby certify that the foregoing Bylaws were adopted by the Board of Directors of Valley View Homeowners Association, Inc. on the 17th day of August 2020.

Valley View Homeowners Association, Inc.



Timothy L. Davis, President