



This instrument prepared by:
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BK/PG: 499/377-402
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26 PGS:AL-AMENDMENT	
ANGELA BATCH: 68954	02/07/2018 - 01:36 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	130.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	132.00
STATE OF TENNESSEE, MARION COUNTY	
DEBBIE PITTMAN	
REGISTER OF DEEDS	

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR JASPER HIGHLANDS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR JASPER HIGHLANDS RESIDENTIAL PROPERTIES ("Declaration") is made as of the date set forth on the signature page hereof by Thunder Air, Inc., successor to Thunder Development, Inc., a Tennessee corporation. ("Declarant").

Declarant, having full power and authority, as set forth in this Declaration and all prior declarations, does hereby amend, restate and supersede in its entirety the prior Declaration of Protective Covenants, Conditions and Restrictions recorded at Book 439, Page 202 in the Register's Office of Marion County, Tennessee, as amended by Amendment recorded in Book 440, Page 1256 and Second Amendment recorded in Book 466, Page 85 in the Register's Office of Marion County.

1. Purpose. Declarant is the owner of certain real property located in Marion County, Tennessee, which property is more particularly described in Exhibit A, hereinafter ("Property"). The Property contains significant scenic and natural value, and Declarant is adopting this Declaration to preserve and maintain the natural character and value of the property for the benefit of all owners of the Property or any part thereof.

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

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

a. "Approved Builder" means a Tennessee licensed builder selected by an Owner that is not a Preferred Builder but has been approved on a one-time basis for a specific construction project and has met all requirements set out by Declarant and the ARB.

b. "Affiliate" of an entity means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.



- c. "Architectural Review Board" (hereinafter "ARB" or "JHARB") shall mean the governing body elected or appointed in accordance with the Charter and Bylaws of the Association and charged with the stipulated responsibilities contained herein. During the Development Period, as herein defined, the ARB shall consist of three (3) members appointed by Declarant or a licensed architect retained by Declarant.
- d. "Association" means, Jasper Highlands Property Owner's Association, Inc., a Tennessee non-profit corporation.
- e. "Board" means, the Board of Directors of the Association as the same may from time to time be constituted.
- f. "Bylaws" means, the duly adopted bylaws of the Association, as the same may from time to time be amended.
- g. "Charter" means, the Charter of the Association, as the same may from time to time be amended.
- h. "Common Services" means, the roadway maintenance for the Shared Access Roads, utility line maintenance and repair services for utility lines located in the rights of way of such roads or upon the Common Spaces.
- i. "Common Space(s)" means, that certain real property and appurtenances owned by Declarant or the Association, now or hereafter, and designated for the non-exclusive use of the Members of the Association in good standing, and their respective guests and invitees.
- j. "Covenants" shall have the meaning given that term In Section 2.
- k. "Declarant" means, Thunder Air, Inc., a Tennessee corporation, and its successors and assigns under an instrument specifically designating such successor or assign as a successor Declarant under this Declaration.
- l. "Declaration" means, these Covenants, Conditions and Restrictions.
- m. "Development" means, the entire subdivision of Property, including all Common Spaces, being commonly known and referred to as "Jasper Highlands".
- n. "Development Period" means, the period between the effective date of the original Declaration of record in the Register's Office of Marion County, Tennessee, and the date on which title to all of the Estate Tracts shall have been conveyed by Declarant to an Owner, which shall be unaffiliated with Declarant, and the Common Space(s) and Shared Access Road(s) have been conveyed by the Declarant to the Association, or at such earlier time as determined by the Declarant.
- o. "Estate Tract(s)" means, any subdivided lot, parcel or tract of the Property platted as a single family residential tract and illustrated in Exhibit B. The total number of Estate Tracts may be modified from time to time as provided herein.
- p. "Member" shall have the meaning given that term in Section 4.1.
- q. "Mortgage" means any security device encumbering any tract or all or any portion of the Property, and as used herein the term "mortgage" shall include a deed of trust.

THE MOUNTAIN COMMUNITY



- r. "Mortgagee" means, the record owner of a beneficial interest under a Mortgage.
- s. "Owner" means, the record owner of any Tract, including a contract purchaser, but excluding anyone having an interest in a Tract as security for the performance of an obligation. Owner shall not include Declarant for assessments under Section 6.
- t. "Plat" means, a final subdivision plat for all or any portion of the Property, approved by the county Planning Commission and recorded in the county Register's Office.
- u. "Preferred Builder" means a Tennessee licensed builder which has met the program requirements of the Declarant and has demonstrated prior skill in constructing custom homes.
- v. "Principal Residence" means, the single family residential structure constructed on any Estate Tract, which is the principal use of such Estate Tract, and to which other authorized structures on such Estate Tract are accessory.
- w. "Property" shall have the meaning given that term in Section 1.
- x. "Recreation Trail Easements" means, the portion of the Tracts designated as "Recreation Trails" by Declarant, which shall be used solely for equestrian use, mountain bike riding, recreational walking, running, or hiking, subject to the rules, restrictions and limitations imposed from time to time by the Association. Recreation Trail Easements shall not be used by motorized vehicles, except such trails, if any, designed for ATV use by Declarant.
- y. "Setbacks" means, the portion of a Tract from any boundary or Tract property line, publicly owned road, Shared Access Road, upon which no construction may take place.
- z. "Shared Access Road(s)" means, the private roadways reflected on the Plat currently utilized for ingress and egress to the boundaries of the Estate Tracts and the roadway which provides access to and from State Highway 156.
- aa. "Tract(s)" means, any subdivided lot parcel or tract of the Property.

PROPERTY OWNER'S ASSOCIATION

4. The Association. The Association has been formed as a non-profit Tennessee corporation by the filing of the Charter. Its affairs shall be governed by the Charter and Bylaws. The Association shall assume and perform all functions and obligations imposed on it under this Declaration. The Association shall have all powers necessary to effectuate these purposes.

4.1 Membership. Every Tract owner shall be a member of the Association ("Member"). Membership in the Association shall be appurtenant to each Tract, and shall not be subject to severance from the ownership of such Tract. If there shall be joint ownership of a Tract, such joint owners shall together hold a single Membership.



4.2 Voting. Each Member shall have one vote to cast upon any matter to be decided by a vote of the Members. If a corporation owns a Tract or if there is more than one person or entity owning a Tract the vote of such Member shall be cast as determined by the owner or owners of such Tract. In the event of any dispute among such owner or joint owners of a Tract the Board shall have the right to disqualify such Member from voting on an issue unless or until the joint owners of such Tract have reached agreement as to such Member's vote. Notwithstanding any term or provision herein to the contrary, there shall be no more than one (1) vote per Tract. If any Member is delinquent in paying any assessments or other charges levied on his or her Tract, that Member's vote will not be counted. In addition, a Member's vote shall not count if the Declarant has not been paid in full for the Tract.

4.3 Association on Board of Directors. The Association is a Tennessee non-profit corporation, formed to administer and enforce the provisions of this Declaration. The Board shall consist of three (3) directors or members, or such additional number as may be approved by the Members in accordance with the Bylaws, except that the initial Board and its successors serving during the Development Period shall be appointed by the Declarant. All duties, responsibilities and functions of the Board shall be governed by the Bylaws of the Association.

4.4 Authority of Board. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the Charter and Bylaws, and to enforce the provisions of this Declaration.

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

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

(a) The Association shall be obligated to and shall provide for the best quality care, operation, management, maintenance, repair and replacement of all easements established or provided for some or all Owners, and of any and all Shared Access Roads and drainage easements and drainage pipes or facilities within the same which may be established or provided.

(b) The Association shall be obligated to and shall obtain and keep in full force and effect at all times, broad form comprehensive liability insurance coverage, covering both public liability and automobile liability, with limits of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 in aggregate with property damage limits of not less than \$500,000.00 for each accident. All insurance may contain such deductible provisions as the Board shall decide. All insurance shall name the Association as primary insured and Declarant as additional insured and shall, to the extent reasonable possible, cover each Owner without any such Owner necessarily being specifically named therein. The Association shall provide Declarant, upon request, with certificates evidencing such insurance and copies of the



insurance policies. The Association may also carry other types of insurance or any other higher limits in the discretion of the Board.

(c) Unless provided by a municipal, county or other governmental body and unless the cost thereof is assessed against the Owners by such body, the Association shall have the right, but not the obligation, to provide or contract for refuse disposal services.

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

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

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

(a) To levy assessments, charges, fines and penalties on the Owners, and to enforce the payment of the same, all in accordance with the provisions of this Declaration and the Charter, Bylaws, rules and regulations of the Association and impose restrictions on use of Common Elements as addressed herein.

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

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

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

(e) To contract and pay for, or otherwise provide for, the repair, maintenance, replacement or refinishing of any Shared Access Roads, drives or other paved areas upon any portion of the Property.



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

(g) To take steps to restrict or abate any activity on the Property that would constitute a nuisance under applicable law.

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

6. Assessments.

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

6.2 Maintenance Assessment. Not later than thirty (30) days prior to the commencement of each calendar year, the Association shall estimate the costs and expenses to be incurred by it during the upcoming year in performing its functions, including utility charges, maintenance expenses for the Common Space, amenities, utilities and Shared Access Roads, expenses of enforcement of this Declaration, and professional fees. In so estimating, the Association shall take into consideration the anticipated balance in the operating fund as of the start of such year and the estimated receipts of all assessments, charges, fees and other payments to be collected during the year.

The net estimate, as determined by the Association shall be assessed on a pro-rata basis against all Owners of Tracts.

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

6.4 Payment of Maintenance Assessment. Assessments shall be paid in such manner and on such dates as the Board may establish and in an amount set by the Board, with the said amount being no less than \$720 per year, modifiable as deemed necessary. The Board may require advance payment of assessments at closing of the transfer of title to a Tract and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Maintenance Assessment shall be



due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Tract the Board may require the outstanding balance on all assessments to be paid in full immediately. In addition, the Declarant shall not be deemed responsible for assessments on any Tracts that have not been sold.

6.5 Special Assessments. The Association may also levy a special assessment against any Owner where, as a direct result of such Owner's acts or failure or refusal to act or otherwise to comply with the Covenants or any rules prescribed by the Board, moneys were or will have to be expended by the Association in enforcing the Covenants or rules prescribed by the Board. Such special assessment shall be in the amount to be expended or so expended theretofore and shall be due and payable to the Association when levied and shall include without limitation, engineers', architects', attorneys' and accountants' fees where reasonably incurred by the Association.

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

6.7 Estoppel Certificate. On request by any proposed purchaser, Mortgagee or transferee of a Tract, the Association shall execute, acknowledge and deliver a certificate stating the amount of the assessment secured by any lien upon such Tract, or that there is no outstanding assessment, as the case may be. Such certificate shall be conclusive upon the Association and the Owners in favor of all persons who rely thereon in good faith as of the amount of such indebtedness



or the absence of any indebtedness as to the date of the certificate. The Association may charge a reasonable fee for the issuance of such certificate.

6.8 No Exemption. No Owner may exempt themselves from liability for assessments, nor release their Tract from the liens therefore, by waivers of the use and enjoyment of the property and facilities promoted by such assessments or by abandonment of the Owner's Tract.

7. Easements.

7.1 Easement for Utilities. There is hereby reserved to the Declarant and the Association, their respective successors and assigns, a non-exclusive right to create easements and rights-of-way in, over, under and on the Property or Tract or any part thereof for the purpose of ingress and egress, and construction and location of utilities servicing any Tract and the improvements thereon. Each Owner shall have a right of reasonable access to the Property for the purpose of maintaining, replacing and enlarging utility services as required, provided that the use of such right of access shall be exercised in such manner so as not to unreasonably interfere with the use and enjoyment of the Property or any Tract; and provided further that a utility installation providing service to all or a portion of the Property shall not be altered, modified or changed in such a manner as to impair or interfere with the availability of service of such utilities to its users.

7.2 Drainage Easement. There is hereby reserved to the Association the right to create non-exclusive easements for drainage of surface waters from portions of the Property across other portions of the Property. Such drainage shall conform to a development plan as approved by the Board. Drainage shall be limited to reasonable amounts of water and shall be so designed and constructed so as not to materially interfere with the development, use and enjoyment of the portions of the Property onto which such water drains. The drainage as established shall not be altered, modified or changed as to any part of the Property without the consent of the Owners who will be affected by any such alteration, modification or change.

7.3 Use of Roads. Each Owner shall have a non-exclusive easement appurtenant to their Tract of ingress and egress over and on all Shared Access Roads. Each Owner may delegate their right under such non-exclusive easement for the benefit of their family, tenants, servants, employees, agents, guests and invitees, and any transferee by way of lease assignment or contract for purchase of the property to which such non-exclusive easement is appurtenant. Each Owner shall be responsible for a pro-rata share of the maintenance costs, based upon the total number of Tracts, for all Shared Access Roads.

7.4 Recreation Trail Easements. Subject to (i) the rules, regulations and limitations promulgated from time to time by the Association, (ii) existing easements and reservations of rights affecting the Property, and (lii) the requirements of any applicable law, each Member shall have a right and non-exclusive easement of use and enjoyment of those portions of the Property designated as Recreation Trail Easements. The exact location of the Recreation Trail Easements shall be set forth as reservations in the deeds to the various Tracts. The right and easement to use the Recreation Trail Easements shall be appurtenant to and shall pass with the title to every Tract, subject to the following limitations:

T H E M O U N T A I N C O M M U N I T Y



(a) The right of the Association to limit the time that such Easements can be used, the manner and scope of such use, and the number of guests that have access thereto and to adopt such rules regulating the use and enjoyment of the same from time to time.

(b) The right of the Association to suspend the right to use the Recreation Trail Easements by a Member (i) for any period during which any assessment against such Member's Tract remains delinquent, and (ii) for a period not to exceed thirty (30) days after notice and hearing as may be provided for in the Bylaws for any infraction of the Association's rules.

7.5 Delegation of Use. An Owner may delegate to any occupant of such Owner's Tract the same right to the use and enjoyment of such facilities and any privilege appurtenant to such Tract, the right of the Association is acknowledged to limit the number of guests, and to adopt rules regulating the use and enjoyment of Common Space, is hereby acknowledged by each Owner, Shareholders and immediate family members of any shareholder shall have the right to utilize any Common Space, Recreation Trail Easements and access to same.

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

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

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

(c) The right of the Declarant during the Development Period by its own actions or acting through the Association to suspend a Member's right to use the Common Space if the Member is delinquent in payment of any fees or other amounts owed to the Declarant or its Affiliates, including Jasper Highlands Homes and JHH LLC.

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

Certain facilities and areas within the Properties may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenbelts, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. Declarant may designate such facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Area of Common Responsibility or the Board may so designate at any time thereafter. Use of facilities and areas in excess of 25 persons is permissible only with the approval of the Declarant and/or the Board, following the submission of a written request sent to the Declarant and/or Board and said use must be sponsored by a property owner. The Declarant and/or Board may deny said request



and restrict use for any or no reason at its sole discretion. Additional fees may be assessed in cases of 25 or more persons using the facilities.

7.7 Easement for Adjacent Body of Water: Each Owner whose Tract adjoins a lake or pond shall have a non-exclusive easement appurtenant to their Tract for use of the entire body of water. Any dock or pier constructed for an Owner must be constructed within the boundary of the Owner's Tract.

7.8 Prohibited Land Use(s): No Lot(s), Parcel(s) or Tract(s) or any portion thereof shall or can be used for or as a roadway, driveway or access point to or from any other property(ies), including but not limited to any property(ies) adjoining Jasper Highlands. Any driveway, roadway or access point shall be for said Lot(s), Parcel(s) or Tract(s) only and strictly for ingress and egress to said Lot(s), Parcel(s) or Tract(s) but not otherwise. Use of said driveway, roadway or access point for any other purpose(s) is strictly prohibited.

GENERAL DEVELOPMENT STANDARDS

8. General Development Standards. Development of any Tract shall conform to the following standards:

8.1 Provisions In Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Marion County and the State of Tennessee, as applicable to the Tracts, shall be required in addition to the requirements of these Covenants.

8.2 Setbacks. Minimum building setbacks for all Tracts shall be the minimum distance required by county subdivision regulations or as shown here, whichever is greater:

- Front Yard 40 feet from the Property Line
- Side Yard 15 feet from the Property Line
- Rear Yard 15 feet from the Property Line

8.3 Maintenance. Each Tract and all improvements thereon shall be maintained in a clean, safe and slightly condition. Boats, tractors, vehicles (other than automobiles), garden or maintenance equipment, and the like shall be kept at all times, except when in actual use, out of view from neighboring Tracts, Common Spaces and Shared Access Roads. Refuse, garbage and trash shall be kept at all times, prior to proper disposal in a landfill, in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Dumping within the Development is prohibited. Owners shall be required mow lawns four (4) times a year March-November; edge beds; prune; control weeds, pests and diseases; remove dead trees, plants and trash apply supplemental water; repair irrigation systems; replace mulch; and other necessary maintenance measures to sustain the landscape in a neat, orderly, vigorous and healthy condition. Grass areas may not exceed 6" in height between lawn cuts, Owners shall promptly remove all dead trees, except from areas required to remain natural. Any Pesticides, Weed Control chemicals, or similar treatments shall be environmentally friendly products and shall be non-toxic. Lot maintenance can be provided through Declarant upon request with fees to be determined.



8.4 Signs and Flags. No signs or advertising devices shall be erected or maintained on any Tract, without ARB's approval, both for content and design. Notwithstanding the foregoing, Declarant may place signs of any nature, type, and size at any location within the Development. One of the following flags may be displayed from a single pole mounted to a residence: United States flag, Tennessee flag, flag of a branch of the U.S. armed forces, or flag of a university or sports team. Free standing flag poles are not permitted. All displays of flags must be in compliance with applicable law.

8.5 Utilities. Utility lines have been or will be installed, either overhead or underground, in or adjacent to the Shared Access Roads to service the Estate Tracts. Connections from improvements on Estate Tracts to the utility lines shall be completed at the Estate Tract owner's expense, and shall be constructed underground.

8.6 Water System. Water shall be provided by individual private well as approved and stated in the original plat recorded in the Register's Office of Marion County. If, at any time In the future, an approved water supply system becomes available along the Shared Access Roads, all Tracts shall be required to connect to the water supply system, regardless of whether a well is currently in use, and shall be subject to the obligation of payment of a dry tap fee and such other requirements from the water utility providing such water supply, and to such other and further requirements, assessments or fees, including connection fees, as may be promulgated or mandated, from time to time by said utility or Declarant.

8.7 Sewage Disposal. Every structure with plumbing facilities shall be connected to a private septic disposal system, at the sole expense of the Tract owner, which shall conform to all regulations of the State of Tennessee, Marion County, as applicable, or any other regulatory agency. No outdoor toilets shall be permitted, except during construction. When permitted, outdoor toilets shall be serviced regularly and shall be removed upon installation of serviceable facilities within the Principal Residence or any other structure on the Tract. If, at any time in the future, an approved sewer system becomes available along the Shared Access Roads, all Tracts shall be required to connect to the sewer system, regardless of whether a septic tank is currently in use, and shall be subject to the obligation of all payments and such other requirements from the sewer system providing such supply, and to such other and further requirements, assessments or fees, including connection fees, as may be promulgated or mandated, from time to time by said utility or Declarant.

8.8 Noxious or Offensive Activities; Nuisance. No noxious, immoral, illegal or offensive activity shall be permitted on any Tract, nor shall anything be done which may be or may become a nuisance to the other Owners under applicable law. No light shall be emitted from any Tract which is unreasonably bright or causes unreasonable glare for any adjacent Owner. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the boundary lines of any Tract. Owners shall keep barking dogs within authorized structures, and shall prevent such animals from causing annoyance to neighboring Owners.

8.9 Mineral Activities Prohibited. No mineral exploration or extraction activities shall be permitted by any Owner, including the removal of gravel, except that grading and excavation shall be permitted for construction and landscaping purposes, subject to State and County regulations.



8.10 Satellite Dishes. A satellite dish, with a diameter of not greater than thirty six (36) inches shall be permitted on any Tract, provided that any satellite dish is not visible from any Shared Access Road, Common Space or adjoining Tract.

8.11 Garage Loading. A variety of garage loading conditions are permitted to accommodate the topography and to create variety along the streetscapes. Subject to setbacks and design standard, the following types of garage loading are permitted with the approval of the JHARB:

- Front Entry (not allowed unless specifically approved by the JHARB)
- Court Entry: standard (1-3 car)
- Side Entry: Standard (1-3 car)
- Side Entry: Split (4 car)

8.12 Debris. No burning of trash, leaves, or other debris shall be permitted on any Tract at any time, including but not limited to the construction phase of any structure without a burn permit from the proper authorities. Any and all burning shall be at the risk of the Tract owner and shall be performed so as to not cause a nuisance to any adjoining Tract. All piles of debris must be cleared off a Tract or burned within thirty (30) days.

8.13 Parking. All Tract owners shall provide sufficient area for off-street parking. Parking shall not be allowed on any shared Access Road or Common Area, except in locations designated for parking by Declarant. Shared Access Roads, Common Spaces and easements shall not be blocked or obstructed at any time.

8.14 Pets. No poultry or livestock shall be maintained on any Tract. Cats, aquarium fish, birds, or other domestic animals which are kept and maintained indoors shall be permitted on any Tract, and any number of dogs may be kept on any Tract provided that no dog shall be allowed to chase, harass or harm wildlife or people. No boarding or commercial breeding shall be permitted on any Tract. Horses are allowed on specific home sites at the Developer's choosing as some home sites are more suitable for equestrian activities than others given the terrain of Tract may vary. If approved and permitted by the Developer, the Owner(s) may have up to three (3) horses on an approved equestrian home site. The Declarant reserves the right to modify this section at any time, to grant variances, and to impose such fines and take such actions the Declarant deems necessary in its discretion to enforce this section, including impounding and prohibiting any pet from the development.

8.15 Mobile Homes, Campers, Motorized Dirt Bikes, "ATVs/" Off Road Vehicles, Golf Carts. Mobile homes, campers, and motorized dirt bikes are not permitted within the development. ATVs or other off road vehicles may be used in the Declarant's discretion for Declarant's operational purposes and for access to areas outside of the residential property by members of the Jasper Highlands Hunt Club. Golf Carts and/or "mule" vehicles may be used for transportation throughout the development. The Declarant reserves the right to modify this section at any time and impose such fines and take such actions it deems necessary to enforce this section, including impounding and prohibiting any vehicle from the development.



8.16 Firearms and Hunting. No hunting with guns or shooting of guns shall be allowed within the development. Hunting opportunities may be available outside of the residential property at the Declarant's discretion. Declarant and Association shall be indemnified and held harmless from any claims arising from the use of firearms.

8.17 Limits of Clearing. No live trees or shrubs having a diameter greater than six (6) inches shall be removed prior to Declarant's approval. Excessive removal of trees will be deemed a nuisance to the community.

8.18 Authorized Use. Only single family residential usage shall be permitted, together with the keeping of domestic pets subject to the limitations set forth herein. Rental of a Principal Residence shall be permitted under these Covenants provided that such rental is for thirty (30) days or more and the Owner shall be required to evict any tenant that becomes a nuisance to the community.

8.19 Prohibited Uses. No commercial, industrial or other non-single family residential use whatsoever shall be permitted on any Estate Tract with the exception of model spec houses. Notwithstanding the foregoing, the Declarant shall have the right to designate certain Estate Tracts for commercial use. No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any Estate Tract.

ESTATE TRACT DEVELOPMENT STANDARDS

9. Estate Tract Development. The development and use of Estate Tracts shall conform to the following standards and regulations in addition to the General Development Standards outlined in Section 8.

9.1 Design Review and Approval Process. In order to preserve the natural beauty and aesthetics of the Development, and to protect the values of all properties, all construction on and development of Estate Tracts shall require design review and approval from the ARB prior to commencing construction to assure any such contemplated work is compliant with these Covenants.

9.1.1 Building Permit Required. No building, structure, road, fence, or improvement of any kind shall be erected, sited, altered, added to, reconstructed or permitted to remain on any Estate Tract, and no construction or other site development activities shall be commenced until a building permit has been issued by the proper county authorities, as applicable, and approval has been issued by the ARB, as defined herein.

9.1.2 Design Guidelines. The ARB shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration to insure that incompatible development does not occur ("Guidelines"). All Estate Tract use and development shall conform to any Guidelines adopted by the ARB, in addition to the provisions of this Declaration.

9.1.3 Plan Review Submittals.

(a) Two complete sets of plans and specifications for any Estate Tract improvement or alteration, or other site development, including landscaping, shall be submitted to the ARB. The plans shall include a site plan indicating the location of the Principal Residence and the location of any proposed improvements or other ancillary structures within



the Estate Tract and proposed landscaping. All plans for any building or structure must be signed by a licensed architect. If the architect does not specialize in landscape design, Owners are encouraged to retain a landscape architect or designer. Professional quality landscape plans are required to be submitted to the ARB.

(b) Lot grading plans shall be required and must be sealed by a licensed professional engineer. Storm Water Intrusion Protection Plans (SWIPP attachments) must be sealed by a licensed professional engineer and accompany the site plan.

(c) All surveys required by the Guidelines must be performed by a registered land surveyor.

(d) Sufficient information shall be submitted to demonstrate compliance with all of the requirements hereof.

(e) A review fee of Five Hundred Dollars (\$500.00) (as adjusted in the reasonable discretion of the ARB from time to time, provided such adjustment shall be applied to all Owners on a non-discriminatory basis) shall be paid to the ARB for the processing and review of all plans and specifications.

9.1.4 ARB Review. The ARB or the ARB's consultant, a Tennessee licensed architect, shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use conforms to the requirements of these Covenants and the Guidelines. The Board shall retain one set of plans and specifications and return the other set to the Owner with comments and/or ARB approval certification.

9.1.5 Performance Deposit. Upon approval as outlined In Section 9.1.4 above, but prior to commencement of construction, a check in the amount of Four Hundred Dollars (\$400.00) shall be presented and made payable to The Jasper Highlands Property Owner's Association, Inc. as a construction Performance Deposit. Such deposit to be released upon satisfactory completion of approved construction and landscaping. Violations of these Covenants may result in fines or assessments which may be deducted or assessed against the Performance Deposit.

9.2 Design and Building Professionals. All homes and additions to homes must be constructed by a Preferred Builder or an Approved Builder. Jasper Highlands has selected a group of Preferred Builders and design professionals to assist the lot owners with their home design and construction. These professionals have proven skills in designing and building custom homes of all types, and were selected not only due to their abilities and reputation, but for their commitment to what Jasper Highlands is to be—a natural, diverse mountain community with high quality custom homes. A list of these professionals can be provided upon request.

Should the Owner choose to bring their own architect and/or builder to the project, the Owner must ensure the builder completes the process to become an Approved Builder, including approval of the ARB, prior to entering into a construction contract with the builder.

The Declarant reserves the right to impose fees on Preferred Builders and Approved Builders to ensure the integrity of the development and ongoing requirements to be a Preferred or Approved Builder, including, but not limited to, architectural review, marketing, and refundable performance deposits, and such fees shall be payable to Declarant even



after the end of the Development Period. The Declarant also reserves the right to issue fines to builders that endanger the safety and well-being of the development and to ban any contractor from working within the development at any time. All architects, engineers, land surveyors, and building contractors must be licensed to perform work in the State of Tennessee, and contractors must not exceed their maximum dollar limits as imposed by the Board for Licensing Contractors for the State of Tennessee.

9.3 Authorized Structures. No building or structure shall be constructed on any Estate Tract except one single family residence and two of the following: guest house, pole barn, or detached garage. The total number of structures on an Estate Tract shall not exceed a total of three (3) excluding dog houses. Any additional structures will require a variance from the ARB. No additional structures shall be constructed prior to the primary residence breaking ground. Multiple structures can be under construction simultaneously so long as the primary residence is being built.

9.4 Construction. Used materials designed for architectural detailing on the outside of structures may be permitted by the ARB, in the ARB's sole discretion. All construction shall be completed within twelve (12) months from the commencement date of construction, unless the Board approves an extension, which shall not exceed six (6) months in length.

9.5 Height, Size and Floor Area Limitations. No building shall be greater than thirty five (35) feet in height. Building height shall be measured from existing grade to the highest point of the roof. The principal residential structure, exclusive of the garage, shall have a minimum heated floor area of 1,450 square feet for single level principal residential structures and 1,850 square feet for multiple level principal residential structures. Notwithstanding the foregoing, the Declarant in its discretion may allow principal residential structures of 1,000 square feet for single level principal residential structures and 1,400 square feet for multiple level principal residential structures on select Tracts in Phase 4A of the Development.

9.6 Pools and Spas. Pools and spas shall be shown on the appropriate design documents and submitted as part of Final Design Review. The location, design, materials, and colors of pools and spas are subject to approval of the JHARB. Owners considering the construction of a swimming pool are encouraged to retain a geotechnical engineer. Compliance with building and safety codes are the responsibility of the Owner.

9.6.1 In-Ground Pools and Spas.

(a) Location. In-ground pools and spas shall be located within the Maximum Buildable Area in rear yards or in the court area of Structures designed with a central courtyard or atrium. Subject to easements, the location of the deck area surrounding in-ground pools or spas must be approved by the JHARB.

(b) Elevation Off Grade. The elevation of In-ground pool or spa decks shall not be greater than three feet (3') above the finish grade at the outside edges of the deck.



(c) Pool Equipment. All pumps, filtration, and other equipment must be buffered from the Street adjoining properties, property amenity areas, or common areas. Unless other alternatives are available and approved by the JHARB, any such equipment shall be screen by a service wall or be located below grade in an equipment vault.

9.6.2 Portable Spas. Portable spas may be permitted so long as the framing, color, location, and screening are approved by the JHARB.

9.6.3 Pool and Spa Protection. Pools must be enclosed on exposed sides by fencing, and portable or In-ground spas must be enclosed by fencing or a protective cover with a locking device.

9.7 Fences. Boundary fences around the exterior Estate Tract lines of any Estate Tract shall be permitted upon approval by the ARB. Materials and construction of fences shall in all cases be of like construction and finish to those present adjacent to the Shared Use Roads. All fences shall be constructed so that the finished side faces outward from the Interior of the Estate Tract. Estate Tracts may be cross fenced or partially cross fenced only once, so as to preserve the beauty and continuity of the development, these are the only fences permitted on any Estate Tract, except for:

(a) Fences around a tennis court or swimming pool, the permitted size and construction type of which shall be approved by the ARB;

(b) Fences enclosing a dog run, the size, construction and location of which shall be approved by the ARB;

(c) Underground electronic fences to restrain and control pets shall be permitted within the boundaries on any Estate Tract; and

9.8 Mailboxes. Mailbox design and installation specifications shall be approved by the ARB. The ARB reserves the right to specify a standardized type, size, and style for mailboxes within the Development, but a mailbox is not mandatory for a residence, as Members may obtain a post office box. All mailboxes shall conform to United States Postal Service requirements.

OTHER PROVISIONS

10. Amendment. These Covenants may be amended (i) unilaterally by Declarant at any time during the Development Period, and (ii) thereafter, with the written consent of two thirds (2/3) of the Members, except for any provisions of an amendment which shall also require the written consent of any governmental authority.

11. Variance. A variance from the requirements of the development standards and restrictions set forth in this Declaration may be permitted in the sole discretion of the ARB, Board or the Declarant; such permitted variances shall be made in writing.

12. Duration of Covenants. All of the Covenants set forth herein shall continue and remain in full force and effect at all times against the Property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Section 11 hereof. if required by law, these Covenants shall be deemed to remain in full force and effect for

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twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the Tract owners of the Property subject to these Covenants otherwise agree in writing.

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

14. Acceptance of Covenants. Every purchaser of a Tract within the Property shall be bound by and subject to all of the provisions of this Declaration and any future amendment.

15. Common Space. The Association agrees to accept title to the Common Space(s) and Shared Access Road(s) transferred to it by the Declarant, all costs and expenses of such conveyance of the Common Space(s) and Shared Access Road(s) by Declarant to the Association shall be paid by the Association.

(a) When conveyed, the Association accepts the Common Space(s) and Shared Access Road(s) "As Is" and without any representation or warranty, express or Implied, in fact or by law with respect thereto, or with respect to the improvements, including, but not limited to, representations or warranties of merchantability or fitness for the ordinary, or any particular purpose, and without any representations or warranties regarding future repairs, or regarding the condition, construction, accuracy, completeness, design, or adequacy of the size or capacity in relation to the utilization, date of completion or the future economic performance or operations of such Common Space(s) or Shared Access Road(s).

(b) The Owners, Members and Association hereby release Declarant and related parties (and their respective owners, employees, agents and representatives) from any claims the Owners, Members or Association could have, whether known or unknown, and warrant that no claims shall be made by the Association or any Owner or Member relating to the condition or completeness of the Common Space(s), Shared Access Road(s), or otherwise, or for Incidental or consequential damages arising there from.

16. Fire Service. Fire service for the community is provided by the Jasper Highlands Volunteer Fire Department, and the current schedule of fees is on file with the Association. Payment of the fire service fee imposed by the Jasper Highlands Volunteer Fire Department is mandatory for all Owners and may be enforced by the Association.

17. Miscellaneous.

(a) Additional property may, in the Declarant's sole discretion, be brought within the plan of this Declaration by a supplemental declaration, which may contain supplementary and complementary covenants and restrictions applying to such additional property. The Declarant shall not be obligated to bring any additional property within the plan of this Declaration, and no implied restrictions or implied negative reciprocal easements or covenants shall be created, inferred or implied as to any additional property not encompassed within the plat of record in Register's Office, Marion County, Tennessee. Declarant, in its sole discretion, may, at any time, assign or otherwise transfer its rights and obligations under this Declaration.

T H E M O U N T A I N C O M M U N I T Y



(b) No Estate Tract shall be used to provide ingress or egress to or from another lot or tract or parcel of property in the Development unless such lots back up to each other, provided, however, that the Declarant reserves the right to allow owners of property outside said platted property to use the utility easements reserved herein by the Declarant to obtain utilities, which grant of easements by the Declarant shall be at the Declarant's sole discretion and under such terms and conditions as the Declarant deems appropriate. No Tract shall be used to provide utility service to property outside of the subdivision without the express written consent of the Declarant.

(c) Each grantee of Declarant, or a subsequent grantee, by the acceptance of a deed of conveyance for a lot in the subdivision, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights and powers of Declarant, created or reserved by this Declaration, or by plats or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every Owner of any interest therein, and inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length and in each and every deed of conveyance.

(d) So long as the Declarant is an Owner of one or more Tracts, Declarant may, in its sole discretion, combine, merge or re-subdivide Tracts. Once an Estate Tract is conveyed by the Declarant or owner to a non-related third party transferee, said Estate Tract shall not be combined, merged or re-subdivided in any fashion, except as follows: (1) an Owner may combine, merge, or resubdivide a Tract with the prior written consent of the Declarant or ARB; (2) Owners of multiple adjacent Tracts may combine the Tracts into a single Tract, but such Tract may not later be subdivided into multiple Tracts; and (3) Owners of multiple adjacent Tracts may realign the boundaries of the Tracts upon the prior written consent of the Declarant, provided that the Owner may not create an additional Tract and the Owner must comply with applicable governmental regulations.

[Signature on following page]



IN WITNESS WHEREOF, Declarant has executed this Declaration effective the 7th day of February, 2018.

Thunder Air, Inc.
a Tennessee Corporation

By: [Signature]
Dan Bradshaw, President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public of the State and County aforesaid, personally appeared Dane Bradshaw, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Thunder Air, Inc., the within-named corporation, and that he as such official, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal, this 7th day of February, 2018.

[Signature]
Notary Public



My Commission Expires: 01/12/2019

MY COMMISSION EXPIRES:
JANUARY 12, 2019

This Instrument Prepared By:
HORTON, BALLARD & PEMERTON, PLLC
CHATTANOOGA, TN



Exhibit A
Description of Property

Tract 1 (Phase 1A/1B)

Beginning at a metal fence post found, the northwest corner of Ferris Kelly Robinson Et Al of record in Deed Book 326 Page 1318; thence with the north line of Robinson S 89°1 7'21" B 919.66' to a point in the west right of way of a proposed 50' roadway; thence crossing said proposed road S 89°1 7'2 1" B 50.74' to a point; thence Leaving said proposed road; S 89°1 7'21" £ 404.23' to a metal fence post; thence with the top of the bluff of Kings Point and on around to Kimball Point, said top of the bluff also being the western and northern line of Robinson, the following chord bearings and distances; N 76°56'09" £ 199.90'; N 22°50'15" £236.74'; N 1200511211 W 454.93'; N I 7005u161 £ 420.47'; N 21°08'09" B 196.69'; N 29°28'29" £200.41'; N 40°42'29" £ 150.72'; N 44°52'28" £ 84.65'; N 04°27'05 W 73.80'; N 61045120u W 233.72'; N 23016i57h1 B 76.18'; S 62017(5711 B 109.71'; N 22°29'55" £ 114.78'; N 60°36'27" B 156.13'; N 19040(110 £50.37' ; N 02°05'43" B 114.77'; N 27°54'2&'£ 63.93'; N 17°46'ZS" W 40.90'; N 39°32'17" B 265.19'; S 53°59'IG" B 37.27'; N 29°38'IO" £62.02'; N 20059(2611 £ 195.36'; N 57046102 651.28'; N 29056(240657.78 N 13°55'II"£ 54.96'; N 42°19'05" £ 114.93'; N 48027(28(1 B 165.49'; N 35°S636" 652.91'; N 38°50'37 £287.25'; N 420461580 B 40.77'; N 34°4W59" W 69.89'; N 05°00'46" W 33.64'; N 42°3W048 £82.01'; N 42°34'36" W 80.15'; N 36°5 1'33" B 59.49'; N 56°1 1'45" W 25.95'; N 14°05'1 7" £22.98'; N 04040154k B 36.87'; N 63°28'1 I" W 47.12'; N 3901 1155h1 £84.81'; N 47010(160 W 43.92'; N 02°58'1 5" W 128.55'; N 27°34'57" B 57.20'; N 53°41'38" W 56.76'; N 05°SYIO" W 77.82'; N 18°84'59" £94.88'; N 31°30'10' £64.33'; N 25°00'43' £ 176.22'; N 04°4&37" £52.10'; N 24°57'03" W 32.62'; N 45°15'54, £ 60.89'; S 880381150 B 42.24'; S 70°27'28" £ 150.00'; S 70°27'28 £ 27.57'; S 610391240 B 81.39'; S 68°47'54" £47.19'; S 6604715411£ 150.00'S 68°47'54" £54.60' N 81°5Y56" B 161.06'; S 510261011 B 74.64';S 8805613&t £ 85.52'; N 66000(160 B 53.46'; N 55°09'14" B 128 95'; N 64°29'52" £219 85'; N 88°31'28" £177.88'; N 5805615111 £ 148.11'; S 85°0117" £ 150.00'; S 89023(250 £83.76'; S 70°5V141' £ 134.59'; S 58°58'IS" £47.95'; S 70°30'25 £36.55'; S 70°50'25" £ 137.80'; S 50°52'SO" £202.86'; N 520331020 B 21A8'; S 87°58'OS" B 101 02'; S 39°10'S&' W 145.04'; S 17°00'19" W 419 17'; S 17°00'19"W 87.54'; S 06°37'43" W 66.02'; S 23°59'18" W 193.48'; S 23°59'IS" W 34.63'; S 06°15'OG" W 205.02'; S 00°30'40 W 26.02'; S 1801611411 £ 2122'; N 75°22'24' £44.03'; S 25°35'23" W 215.64'; S 51°10'12" £247.27'; N 88°39'42" £40.21'; S 62°27'42" W 94.95'; N 84°58'48" W 150.23'; S 08°37'43" £48.47'; S 09°41'55" W 52.16'; N 81055(4911 £62.92'; S 86°33'33" £ 120.45'; S 1 9°31 '35" W 164.27'; S 24°55'60" £ 182.93'; S 5 1°28'34" W 68.38'; S 73°12'1 7" W 106.77'; S 26°14'19" W 66.75'; S 48°16'43" £40.96'; N 5205313011 £40.17'; S 17°04'26" £ 5&47';N 71°08135" £ 50.69'; N 560281580 £262.80'; N 17°02'26 E 60.12'; N 39°36'24" E 47.09'; N 7301 3'33" 13273.78'; N 39°22'07" 1349.70", S 84°55'39" 1351.84'; N 73°42'13 1364.16'; N 41°39'IS" 13 183.23'; N 69°14'25" 13216.16'; N 54°S V5011 E 139.16'N 3Q°52'SI" 1356.54'; N 380481461113 189.18'; N 3g043159u 13 107.66'; N 42°52'33" 1393.04'; N 49056b0&I 1395.56'; thence leaving said top of bluff and with a severance line N 4 1°44'54" W456.01' to a point in the eastern right of way of a proposed road; thence N 41°44'64" W50.63' to a point in the western right of way of said proposed road; thence continuing with said severance line the following calls, N 40°23'33" W 221.48'£ 39°1 1'S 1" W 366.04';N 90°00'OO"W 105.56'; N 01°10'42" W 120.40'; N 02°42'1

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7" £122.21'; N 09°26'00" 13227.48' N 09°24'05" 13287.64'; N 40°20'19 13273.97'; N 34°20'23" £255.16'; N 31°14'55" W 548.94'; S 67°19'42" W 280.75'; N 87°02'25" W 370.07'; S 08°50'25" 1366.73'; S 88°01'50" W 158.81'; N 70°19'15" W 234.13'; N 69°10'60" W 231.83'; N 74°02'10" W 283.20'; S 66043150t1 W 343.57'; S 43°51'58" W 239.76'; S 63052(3611 W 113.94 to a point in the eastern right of way of a proposed road; thence N 60°34'22" W 50.03' to a point in the western right of way of a proposed road; thence continuing with said severance line the following calls, N 43°32'139" W 215.00' ;N 41°32'05h1 W 257.30'; N 60°42'33" W 194.03'; N 7403015211 W 186.89'; N 88°36'48" W 303.81'; S 16°26'SG" W 236.03'; N 84°02'43" W 175.62'; N 49°00'02 W 320.16'; N 46°17'19" W 237.70'; N 3303 P34° W 257.86'; N480 14t22LI W 312.11' to a point in the eastern right of way of a proposed road; thence along said eastern right of way the following calls, S 16°22'33" W 167.81' to the beginning of a curve to the right having a RADIUS of 323.74' and a ARC Length of 36.94' and being subtended by a CHORD BEARING of S I 9°38'42" W and a CHORD DISTANCE of 36.92' to a point in the northern right of way of a proposed road; thence crossing said proposed right of way S 22°01'15" W 50.00' to a point in the southern right of way of a proposed road; thence crossing said right of way N 81°44'SO" W 51.48' to a point in the western right of way of a proposed road; thence leaving said right of way N 67°58'45" W 261.92' to a point; thence S 22°08'13" W 197.17' to a point in the northern right of way of a proposed road; thence crossing said right of way S 18°21'5711 w 50.11' to a point in the southern right of way of said proposed right of way; thence leaving said right of way and with a severance line the following calls, S 1405914511 W 219.38'; N 74°02'10" W 36.03' S 2155120 W 299.49' to a point in the northern right of way of a proposed road; thence crossing said right of way S 21°04'IG" W 53.99' to a point in the proposed south right of way; thence leaving said right of way and continuing on with a severance line the following calls S 15°26'34" E 201.29'; S 88°54'SG" W 478.01'; N 60°10'SO" W 304.04'; N 4005 5'22" W 257.73'; N 16°4424" W 173.04'; N 75°31)47 E 377.80' to the beginning of a curve to the left said curve having a radius of 225.00' and a arc length of 94.60' and being subtended by a chord which bears N 49°17'491 W for 93.9 1'; thence N 6102013211 W 124.18' to the beginning of curve to left said curve having a radius of 175.00' and a arc length of 103.91' and being subtended by a chord which bears N 7802 P09" W for 102.39'; thence continuing with said severance line the following calls S 84°2T40° W 458.59'; N 35°4Y26" W 57.76'; N 8401910111 E 140.48'; N 12054185K £467.87'; N 89°32'49" W 211.72'; N 59033157n W 65.56'; N 79042140 W 128.55'; N 260211289W 184.99'; N 41°04'47" E 67.49'; N 62d1012311 E 196.88'; N 25°44'32" E 159.02'; N 18005h139 W 205.11'; N 03°541 0" E 144.54' N 69°49'15 W 124.58 N 64°56'08" W 298.69'; S 77°22'IG" W 53.84'; N 70°50'SS" W 438.13'; N 60°45'31" W 152.41'; S 68°4P02" W 469.43'; S 74°14'20" W 213.78'; S 1700012 W 292.20' S 52°21'OI" W 388.36'; S 29°57'IO" E 355.51'; S 37°09'16 E 354.47'; S 24047*00113355.34 S 630571000 £51.54'; S 63°57'OO" £256.33'; S 52°10'35" £205.13' S 52010,359 E 250.47'; S gg°2Q59" B 236.26'; S 04°26'14" W 44.59'; S 04026140 W 152.37'; S 04°26'14" W 88.60'; S 180241210 £64.62'; S 19024*2V1 B 154.41' S 19021h14 B 274.26'; S 17°5W24" E 168.79'; S 17°59'24 B 292.15'; S 19°04'07" W 141,64'; S 0901 31570 £ 275.00'; S 11°36'38" W 377.11'; S 11036'58" W 159.92' S 10°39'56" W 112.1 1'; S 10°39'32W 336.70'; S 10°39'3211W 163.20'; S 10°39'3211W 1784.79'; S 350161460£ 203.79'; S 35°16'46" £407.57' to a point in the north line of a Proposed 50' access road, and the beginning of a curve to the right, said curve having a radius of 525.00' and a arc length of 61.47' and being subtended by a chord which bears S 55°57'46" B for 61.44'; thence continuing along said proposed right of way. S 82056*3111 B 96.45' to the beginning of a curve to right, said curve having a radius of 175.00' and a arc length of 34.77' and being subtended by a chord which bears S 40054157n B for 34.72'; thence S 41°13'24" B

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45.90' to the beginning of a curve to the left said curve having a radius of 625.14' and a arc length of 57.43', said curve being subtended by a chord which bears S 42°56'19" B for 37.43'; thence S 45°09'33" B 347.56' to the beginning of a curve to the right, said curve having a radius of 525.00' and a arc length of 97.11', said curve being subtended by a chord bearing S 39°51'37" E for 96.97'; thence S 34°33'41" B 202.59' to the beginning of a curve to the Left, said curve having a radius of 275.00' and a arc length of 110.50' and being subtended by a chord which bears S 40°04'12.31" B for 109.76' thence leaving said proposed access road tight of way and with a severance line the following calls S 57°35'05" B 152.22'; N 35°56'40" W 167.63'; N 21°17'14" W 777.99'; S 55°44'45" E 300.44'; S 34°25'05" B 111.01 to the Point of Beginning, containing 560.89 acres, more or less.

Tract 2 (Phase 2)

Commencing at the most northeastern corner of Thunder Development, Inc. of record in Deed Book 433 Page 187, Registers Office of Marion County; thence running a tie line S 31°14'55" E a distance of 548.94 feet to the Point of Beginning of the hereinafter described tract; thence with a severance line of Tango November, LLC, of record in Deed Book 397 Page 69, Registers Office of Marion County, N 37°19'49" E a distance of 3053.96' to a point; thence N 45°09'28" W a distance of 2058.20' to a point; thence N 56°46'02" E a distance of 875.90' to a point; thence N 34°26'01" E a distance of 1176.29' to a point; thence N 14°02'25" E a distance of 1907.24' to a point on the top of the escarpment of the West Fork Of Pryor Cove; thence with said escarpment the following chord bearings and distances, S 52°21'47" E a distance of 97.03', S 61°41'11" E a distance of 186.94', N 48°32'27" E a distance of 25.12', N 73°52'10" E a distance of 36.27', S 44°27'34" E a distance of 145.94', S 04°44'22" E a distance of 186.01', S 27°45'17" E a distance of 76.99', S 50°09'05" E a distance of 119.65', S 20°33'16" E a distance of 273.34', S 45°40'00" E a distance of 200.32', S 64°48'51" E a distance of 127.25', N 70°19'00" E a distance of 167.77' to a metal fence post; thence continuing along said escarpment the following chord bearings and distances; S 53°51'02" E a distance of 64.63', S 27°34'51" E a distance of 288.26', S 87°54'58" E a distance of 99.35', N 74°02'16" E a distance of 57.78', S 35°24'28" E a distance of 82.27', S 62°40'39" E a distance of 61.95', S 85°09'18" E a distance of 233.49', N 46°56'39" E a distance of 268.31', N 82°57'29" E a distance of 180.33', S 85°56'39" E a distance of 336.51', N 51°49'49" E a distance of 76.79', S 89°54'16" E a distance of 219.34', N 61°24'24" E a distance of 147.29', N 49°57'04" E a distance of 146.43', N 86°53'49" E a distance of 132.15', N 74°48'51" E a distance of 71.73', S 89°46'00" E a distance of 77.82', S 86°14'29" E a distance of 92.85', N 67°20'51" E a distance of 162.55', S 17°05'15" E a distance of 134.24', N 57°27'45" E a distance of 41.54', N 74°31'48" E a distance of 132.48', S 48°19'52" E a distance of 87.39', S 62°03'37" E a distance of 141.63', S 01°46'56" W a distance of 214.57 to a metal fence post; thence continuing along said escarpment the following chord bearings and distances, N 42°43'04" E a distance of 65.35', N 08°38'12" E a distance of 22.99', N 54°45'01" E a distance of 40.30', N 34°04'22" W a distance of 9.05', N 50°00'09" E a distance of 21.07', N 37°24'39" E a distance of 32.00', N 62°04'28" E a distance of 321.99', N 69°26'24" E a distance of 130.69', N 74°56'16" E a distance of 137.29', N 75°39'21" E a distance of 504.28', S 86°51'45" E a distance of 85.29', N 90°00'00" E a distance of 9.38' to a metal fence post; thence along the top of the escarpment of Fullerton Bluff the following chord bearings and distances, S 21°16'20" W a distance of 107.69', S 60°10'57" W a distance of 48.86', S 26°09'55" W a distance of 85.88', S 53°38'52" W a distance of 213.69', S 42°06'56" W a distance of 309.71', S 36°54'01" W a distance of 37.26', S 44°46'00" W a distance of 77.49', S 49°14'36" W a distance of 321.08', S 44°19'40" W a distance of 617.05', S 35°21'32" W a distance of 305.08', S 43°15'37" W a distance of 281.56', S 48°59'57" W a distance of 265.36', N 49°13'21" W a distance of 32.56', S 28°43'13" W a distance of 103.81', S 43°11'13" W a distance of 298.45', S 72°52'08" W a distance of 61.86', S 51°18'47" W a distance of 82.83', S 23°20'42" W a

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distance of 81.31', S 08°46'20" W a distance of 114.90', S 45°20'21" W a distance of 231.74', S 33°10'00" W a distance of 217.68', S 37°41'15" W a distance of 192.16', S 25°46'15" W a distance of 28.16', N 62°17'38" W a distance of 24.89', S 41°05'02" W a distance of 214.99', S 01°11'11" W a distance of 70.30', S 31°05'10" E a distance of 97.96', S 12°13'14" W a distance of 112.50', S 38°13'02" E a distance of 23.72', S 22°14'15" W a distance of 273.58', S 37°11'51" W a distance of 367.31', S 23°28'28" W a distance of 151.60', S 37°37'50" W a distance of 359.97', S 33°31'38" W 439.34', S 11°00'49" W a distance of 140.94', S 32°27'49" W a distance of 357.44', S 32°27'49" W a distance of 82.94', S 18°25'46" W a distance of 79.08', S 44°26'10" W a distance of 46.55', N 22°03'24" W a distance of 14.00', N 31°47'53" E a distance of 41.10', S 51°33'33" W a distance of 43.76', S 62°28'27" W a distance of 22.06', S 88°42'57" W a distance of 32.28', N 51°53'09" W a distance of 108.13', S 51°16'34" W a distance of 705.01', S 72°03'49" W a distance of 329.1', N 72°55'25" W a distance of 182.67', S 27°57'41" W a distance of 102.88', S 47°39'27" W a distance of 63.92', S 55°23'22" W a distance of 15.00', S 02°12'01" W a distance of 50.22', S 49°00'43" W a distance of 94.53', N 36°23'17" W a distance of 51.71', N 52°28'29" W a distance of 81.28', S 77°11'19" W a distance of 72.91', S 05°49'26" E a distance of 228.70', S 65°08'17" W a distance of 112.79', N 87°29'29" W a distance of 73.17', S 66°01'43" W a distance of 119.39', N 63°48'06" W a distance of 100.42', S 55°10'02" W a distance of 76.64', S 04°47'57" W a distance of 76.49', S 25°58'08" E a distance of 155.09', S 60°21'16" W a distance of 80.25', N 73°50'50" W a distance of 66.39', N 88°30'03" W a distance of 66.21', S 19°55'40" W a distance of 262.24', S 41°40'37" W a distance of 73.32', S 38°03'08" W a distance of 79.25', S 34°00'54" W a distance of 82.30', S 08°25'14" W a distance of 216.93', S 31°09'04" W a distance of 127.76', S 44°01'47" W a distance of 109.60', S 41°13'55" W a distance of 228.91', S 39°05'58" W a distance of 96.68', S 21°15'21" W a distance of 79.64', S 49°50'50" W a distance of 89.71', S 61°33'43" W a distance of 116.24', S 59°32'25" W a distance of 65.07' to a point; thence leaving said escarpment and with the northeastern line of Thunder Development, Inc., the following calls, N 41°44'54" W a distance of 456.01' to a point in the eastern right of way of a proposed road; thence N 41°44'54" W a distance of 50.63' to a point in the western right of way of a proposed road; thence continuing with Thunder Development, Inc. the following calls, N 40°23'33" W a distance of 221.45', S 39°11'31" W a distance of 366.04', N 90°00'00" W a distance of 105.56', N 01°10'42" W a distance of 120.40', N 02°42'17" E a distance of 122.21', N 09°26'00" E a distance of 227.48', N 09°24'09" E a distance of 287.64', N 40°20'19" E a distance of 273.97', N 34°20'23" E a distance of 255.16' to the Point of Beginning, Containing 528 acres, more or less.

Tract 3 (Phase 3A)

Beginning at the North West corner of Thunder Development, Inc. of record in Deed Book 433 Page 187, Registers Office of Marion County, Tennessee; thence along the escarpment of Raulston Cove S 74°14'20" W a distance of 92.61'; thence N 25°57'50" W a distance of 137.10'; thence N 34°16'37" E a distance of 232.14'; thence N 67°36'36" W a distance of 57.85'; thence N 38°43'49" W a distance of 60.93'; thence N 08°59'09" W a distance of 129.90'; thence N 78°12'17" W a distance of 235.12'; thence N 05°47'14" W a distance of 144.53'; thence N 74°43'25" W a distance of 124.89'; thence N 27°49'35" W a distance of 92.68'; thence N 32°48'54" W a distance of 129.02'; thence N 05°22'25" W a distance of 119.30'; thence S 83°53'19" E a distance of 49.57'; thence N 21°56'35" E a distance of 20.43'; thence N 39°17'56" E a distance of 102.45'; thence N 19°11'46" E a distance of 108.68'; thence N 68°17'21" W a distance of 130.31'; thence N 34°17'57" W a distance of 53.31'; thence N 23°26'18" W a distance of 58.34'; thence S 68°13'49" W a distance of 87.33'; thence S 81°59'33" W a distance of 67.12'; thence S 84°51'00" W a distance of 177.78'; thence S 50°48'04" W a distance of 119.98'; thence N 82°44'49" W a distance of 131.97'; thence S 32°05'42" W a distance of 88.88'; thence S 80°02'43" W a distance of 145.44'; thence S 24°09'33" W a distance of 111.33'; thence S 62°32'43" W a distance of 139.98'; thence S 85°59'03" W a distance of 212.68'; thence S 46°53'38" W a distance of 112.09'; thence S 76°08'17" W a distance of 165.87'; thence S 54°03'45" W a distance of 255.78'; thence S 38°45'36" W a distance of 144.37'; thence S 16°59'52" W a

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distance of 75.52'; thence S 80°26'02" W a distance of 155.44'; thence S 39°26'27" W a distance of 120.16'; thence S 28°44'41" W a distance of 132.79'; thence S 49°56'51" W a distance of 202.71'; thence S 77°18'22" W a distance of 131.85'; thence S 26°23'27" W a distance of 181.04'; thence S 54°14'11" W a distance of 63.99'; thence S 38°30'26" W a distance of 128.41'; thence S 86°09'34" W a distance of 94.09'; thence S 39°09'32" W a distance of 123.69'; thence N 64°48'45" W a distance of 148.55'; thence S 42°44'21" W a distance of 91.93'; thence S 67°21'46" W a distance of 272.30'; thence S 33°21'44" W a distance of 59.94'; thence S 64°21'32" W a distance of 142.77'; thence S 31°44'28" W a distance of 313.07'; thence S 58°58'19" W a distance of 227.10'; thence S 27°50'50" W a distance of 264.46'; thence S 38°13'23" W a distance of 153.72'; thence N 74°04'24" W a distance of 127.98'; thence S 29°13'59" W a distance of 159.29'; thence S 84°05'48" W a distance of 86.61'; thence S 16°07'49" W a distance of 145.08'; thence S 78°23'07" W a distance of 78.01'; thence S 35°11'41" W a distance of 272.15'; thence S 56°54'03" W a distance of 53.91'; thence leaving said escarpment and around Roberts Point S 15°02'55" W a distance of 335.40'; thence N 69°55'42" W a distance of 136.80'; thence N 25°01'42" W a distance of 1048.61' to a point on the escarpment of Kelly Cove; thence along the East side of said escarpment N 09°41'53" W a distance of 338.28'; thence N 20°23'26" E a distance of 289.73'; thence N 53°33'42" E a distance of 262.73'; thence N 64°14'23" E a distance of 166.27'; thence S 80°12'36" E a distance of 330.76'; thence N 53°35'11" E a distance of 710.83'; thence N 42°29'27" E a distance of 322.53'; thence N 75°22'07" E a distance of 115.22'; thence N 15°55'25" E a distance of 60.35'; thence N 40°40'40" E a distance of 162.07'; thence N 74°28'07" E a distance of 149.47'; thence N 38°04'04" E a distance of 179.42'; thence N 13°45'29" E a distance of 79.67'; thence N 37°47'14" E a distance of 105.18'; thence N 79°52'17" E a distance of 72.13'; thence N 39°04'12" E a distance of 117.47'; thence N 49°55'06" E a distance of 293.99'; thence S 54°37'41" E a distance of 143.75'; thence N 54°33'23" E a distance of 112.45'; thence N 31°10'33" E a distance of 572.81'; thence N 52°26'39" E a distance of 151.97'; thence N 14°52'46" E a distance of 315.35'; thence N 68°42'25" E a distance of 134.68'; thence N 34°39'12" E a distance of 158.75'; thence N 11°00'30" W a distance of 37.77'; thence N 22°14'58" E a distance of 69.42'; thence N 49°22'22" E a distance of 248.47'; thence N 19°59'57" E a distance of 110.48'; thence N 80°13'20" E a distance of 32.29'; thence S 45°48'52" E a distance of 110.93'; thence N 88°38'59" E a distance of 116.34'; thence N 60°59'16" E a distance of 431.32'; thence N 12°18'02" E a distance of 87.55'; thence N 62°48'14" E a distance of 87.58'; thence N 46°33'41" E a distance of 100.49'; thence N 72°03'18" E a distance of 103.65'; thence N 42°07'31" E a distance of 115.88'; thence N 17°14'15" E a distance of 160.65'; thence N 37°40'42" E a distance of 34.97'; thence N 57°32'11" E a distance of 162.69'; thence N 33°33'21" E a distance of 268.27'; thence N 48°44'04" E a distance of 215.36'; thence N 30°16'05" E a distance of 102.97'; thence N 11°47'09" W a distance of 137.03'; thence N 24°51'09" E a distance of 153.96'; thence N 57°46'10" E a distance of 265.18'; thence N 58°32'32" E a distance of 29.43'; thence N 38°30'49" E a distance of 298.88'; thence N 60°18'28" E a distance of 130.30'; thence N 62°00'06" E a distance of 121.31'; thence N 35°33'03" E a distance of 110.53'; thence N 06°32'07" E a distance of 61.55'; thence N 77°01'50" W a distance of 103.99'; thence N 67°15'31" W a distance of 116.81'; thence S 88°41'12" W a distance of 144.22'; thence N 72°13'07" W a distance of 259.77'; thence N 85°50'06" W a distance of 335.95'; thence N 76°34'30" W a distance of 183.79'; thence leaving said escarpment along a severance line with Tango November LLC. of record in Deed Book 397 Page 69, Registers Office of Marion County, Tennessee N 13°25'30" E a distance of 550.00'; thence S 80°35'00" E a distance of 3033.17'; thence S 21°44'05" E a distance of 1457.24'; thence S 60°17'37" W a distance of 3771.86'; thence S 53°21'31" E a distance of 2263.19'; thence S 33°09'15" E a distance of 215.42'; thence S 22°04'17" E a distance of 323.68' to a point in the northern line of Thunder Development, Inc. ; thence along the northern line of Thunder Development, Inc., N 64°56'08" W a distance of 298.69'; thence S 77°22'16" W a distance of 53.84'; thence N 70°50'58" W a distance of 438.18'; thence N 60°45'31" W a distance of 152.41'; thence S 65°41'02" W a distance of 469.43'; thence S 74°14'20" W a distance of 213.78' to the Point of Beginning and containing 393 acres, more or less.

Tract 4 (Phase 4A)

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Beginning at a ½" Rebar & Cap #2900 (Old) located on the Southern boundary of the Right of Way for Raulston Falls Road, said Rebar & Cap being the Northernmost corner of Lot 257 in Phase 3-A of Jasper Highlands Subdivision of record in Plat Book 5/Page 1138 in the Register's Office of Marion County, Tennessee (ROMCT); thence leaving said R.O.W. and traveling along the northern boundary of Phase 3-A for the following calls: thence S13°04'42"W for 185.70' to a ½" Rebar & Cap #2900 (Old); thence S29°41'16"W for 82.59' to a ½" Rebar & Cap #2900 (Old); thence S21°57'18"W for 65.10' to a ½" Rebar & Cap #2900 (Old); thence S70°16'25"W for 39.16' to a ½" Rebar & Cap #2900 (Old); thence S37°43'30"W for 157.58' to a ½" Rebar & Cap #2900 (Old); thence S44°05'33"W for 81.51' to a ½" Rebar & Cap #2900 (Old); thence S57°52'35"W for 78.13' to a ½" Rebar & Cap #2900 (Old); thence S73°47'49"W for 108.28' to a ½" Rebar & Cap #2900 (Old); thence S82°36'30"W for 146.79' to a ½" Rebar & Cap #2900 (Old); thence N72°44'11"W for 89.09' to a ½" Rebar & Cap #2900 (Old); thence N88°45'22"W for 86.98' to a ½" Rebar & Cap #2900 (Old); thence S77°32'55"W for 183.93' to a ½" Rebar & Cap #2900 (Old); thence N79°01'52"W for 129.02' to a ½" Rebar & Cap #2900 (Old); thence N23°22'44"W for 90.52' to a ½" Rebar & Cap #2900 (Old); thence N63°27'37"W for 105.66' to a ½" Rebar & Cap #2900 (Old); thence N47°53'38"W for 53.51' to a ½" Rebar & Cap #2900 (Old); thence N75°23'40"W for 89.87' to a ½" Rebar & Cap #2900 (Old); thence S73°49'40"W for 61.02' to a ½" Rebar & Cap #2900 (Old); thence S81°04'40"W for 46.44' to a ½" Rebar & Cap #2900 (Old); thence N75°41'33"W for 72.04' to a ½" Rebar & Cap #2900 (Old); thence N81°02'13"W for 42.85' to a ½" Rebar & Cap #2900 (Old); thence N38°41'26"W for 33.26' to a ½" Rebar & Cap #2900 (Old); thence N08°08'20"W for 47.21' to a ½" Rebar & Cap #2900 (Old); thence N15°36'33"W for 33.12' to a ½" Rebar & Cap #2900 (Old); thence N76°45'05"W for 24.70' to a Bolt & Cap #2900 (New) located on the top of the East escarpment of Kelly Cove; thence leaving the Northern boundary of the aforementioned Phase 3-A and following along the top of the East escarpment of Kelly Cove for the following calls: thence N07°33'39"E for 30.91' to a Bolt & Cap #2900 (New); thence N25°00'49"W for 32.50' to a Bolt & Cap #2900 (New); thence N69°05'59"W for 101.66' to a Bolt & Cap #2900 (New); thence N63°14'13"W for 136.37' to a Bolt & Cap #2900 (New); thence S85°02'58"W for 112.26' to a Bolt & Cap #2900 (New); thence N72°53'34"W for 297.47' to a Bolt & Cap #2900 (New); thence N80°15'21"W for 212.61' to a Bolt & Cap #2900 (New); thence S71°34'36"W for 44.86' to a Bolt & Cap #2900 (New); thence N83°49'26"W for 221.99' to a Bolt & Cap #2900 (New); thence N54°07'36"W for 353.44' to a Bolt & Cap #2900 (New); thence N37°57'20"W for 203.36' to a Bolt & Cap #2900 (New); thence N75°06'32"W for 124.37' to a Bolt & Cap #2900 (New); thence N01°50'15"W for 325.48' to a Bolt & Cap #2900 (New); thence N36°17'26"W for 141.34' to a Bolt & Cap #2900 (New); thence N06°53'53"W for 138.40' to a Bolt & Cap #2900 (New); thence N23°09'37"W for 195.68' to a Bolt & Cap #2900 (New); thence N11°53'46"W for 335.09' to a Bolt & Cap #2900 (New); thence N15°41'07"E for 265.13' to a Bolt & Cap #2900 (New); thence N02°40'09"W for 296.72' to a Bolt & Cap #2900 (New); thence N33°10'57"E for 106.84' to a Bolt & Cap #2900 (New); thence N47°34'41"W for 83.00' to a Bolt & Cap #2900 (New); thence N06°19'47"W for 350.99' to a Bolt & Cap #2900 (New); thence N54°42'34"W for 97.92' to a Bolt & Cap #2900 (New); thence N08°38'52"E for 129.67' to a Bolt & Cap #2900 (New); thence N41°28'32"E for 89.03' to a Bolt & Cap #2900 (New); thence N24°01'29"W for 535.02' to a Bolt & Cap #2900 (New); thence N23°03'48"E for 1079.34' to a Bolt & Cap #2900 (New); thence N04°24'17"W for 299.05' to a Bolt & Cap #2900 (New); thence N28°56'38"E for 163.13' to a Bolt & Cap #2900 (New); thence N67°32'28"E for 288.29' to a Bolt & Cap #2900 (New); thence N26°59'12"W for 177.21' to a Bolt & Cap #2900 (New); thence N68°42'19"W for 409.00' to a Bolt & Cap #2900 (New); thence N37°51'32"W for 194.67' to a Bolt & Cap #2900 (New); thence following along the top of the West escarpment of Kelly Cove for the following calls: thence S78°07'44"W for 131.09' to a Bolt & Cap #2900 (New); thence S34°26'40"W for 568.43' to a Bolt & Cap #2900 (New); thence S26°29'23"W for 210.11' to a Bolt & Cap #2900 (New); thence S55°53'34"W for 726.64' to a Bolt & Cap #2900 (New); thence S39°52'20"W for 419.52' to a Bolt & Cap #2900 (New); thence S18°03'04"W for 287.24' to a Bolt & Cap #2900 (New); thence S57°15'58"W for 236.25' to a Bolt & Cap #2900 (New); thence S08°15'02"W for 173.25' to a Bolt & Cap #2900 (New); thence S59°23'21"W for 127.56' to a Bolt & Cap #2900 (New); thence S25°13'37"W for 277.84' to a Bolt & Cap #2900 (New); thence S60°40'58"W for 143.08' to a Bolt & Cap #2900 (New); thence S14°49'07"E for 117.73' to a Bolt & Cap #2900 (New);

THE MOUNTAIN COMMUNITY



thence S30°15'37"W for 168.79' to a Bolt & Cap #2900 (New); thence leaving the top of the aforementioned West escarpment of Kelly Cove and traveling along a severance line for the following calls: N35°01'15"W for 615.69' to a ½" Rebar & Cap #2900 (New); thence N17°04'35"W for 571.51' to a ½" Rebar & Cap #2900 (New); thence N07°29'07"W for 519.68' to a ½" Rebar & Cap #2900 (New); thence N01°21'22"W for 379.95' to a ½" Rebar & Cap #2900 (New); thence N58°14'09"E for 154.82' to a point; thence along a curve to the left having a radius of 225.00' and an arc length of 136.03' and being subtended by a 133.97' chord bearing N40°54'59"E to a ½" Rebar & Cap #2900 (New); thence N23°35'49"E for 237.06' to a ½" Rebar & Cap #2900 (New); thence S66°24'11"E for 290.54' to a ½" Rebar & Cap #2900 (New); thence N49°51'12"E for 217.92' to a ½" Rebar & Cap #2900 (New) located on the Southwestern boundary of T Mountain Acquisitions, LLC of record in Deed Book 486/Page 598 (ROMCT); thence following along the T Mountain boundary for the following calls: S40°08'48"E for 241.06' to a ½" Rebar & Cap #2900 (New); thence N50°31'13"E for 1587.85' to a ½" Rebar & Cap #2900 (New); thence N74°02'51"E for 966.27' to a ½" Rebar & Cap #2900 (New); thence S48°22'16"E for 870.99' to a ½" Rebar & Cap #2900 (New); thence S03°51'49"E for 933.36' to a ½" Rebar & Cap #2900 (New); thence S02°24'01"W for 4068.06' to a ½" Rebar & Cap #2900 (New); thence S80°35'05"E for 3033.17' to a ½" Rebar & Cap #2900 (New); thence S21°41'15"E for 39.78' to a ½" Rebar & Cap #2900 (Old) located on the boundary of the aforementioned T Mountain Acquisitions, LLC, said ½" Rebar & Cap being the Northernmost corner of Lot 306 in Phase 3-A of Jasper Highlands Subdivision as shown on Plat Book 5/Page 1261; thence leaving the T Mountain Acquisitions, LLC boundary and following the Northern boundary of Phase 3-A for the following calls: S25°33'12"W for 77.55' to a ½" Rebar & Cap #2900 (Old); thence S37°21'44"W for 101.44' to a ½" Rebar & Cap #2900 (Old) located on the Northern boundary of the R.O.W. for Raulston Falls Road as shown on Plat Book 5/Page 1138; thence following along the Northern boundary of said R.O.W. N36°06'25"W for 123.30' to a point; thence continuing with the R.O.W. along a curve to the left having a radius of 275.00' and an arc length 253.87' and being subtended by a 244.95' chord bearing N62°33'13"W to a point located on the Northern boundary of the R.O.W.; thence crossing said R.O.W. perpendicularly S00°59'59"W for 50.00' to a point located on the Southern boundary of the same R.O.W.; thence following along the Southern boundary of the aforementioned R.O.W. along a curve to the right having a radius of 311.56' and an arc length of 25.34' and being subtended by a 25.33' chord bearing S85°46'25"E to a ½" Rebar & Cap #2900 (Old) located on the Southern boundary of the R.O.W. of Raulston Falls Road, said Rebar & Cap being the Point of Beginning, containing 237.25 acres more or less.

THE MOUNTAIN COMMUNITY

BK/PG: 528/587-592
20002649

6 PGS:AL-AMENDED RESTRICTIONS	
KIM BATCH: 77251	06/24/2020 - 02:36:00 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, MARION COUNTY
DEBBIE PITTMAN
REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:
Chambliss, Bahner & Stophel, P.C.
605 Chestnut Street, Suite 1700
Chattanooga, Tennessee 37450
Attention: Harold L. North, Jr.

**FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR JASPER HIGHLANDS**

Reference: Book 499, Page 377

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR JASPER HIGHLANDS (this "Amendment") is made effective June 24th, 2020, by THUNDER AIR INC., a Tennessee corporation, successor-in-interest to THUNDER DEVELOPMENT, INC., a Tennessee corporation ("Declarant").

RECITALS

- A. Declarant subjected certain property to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Jasper Highlands dated February 7, 2018, as recorded in Book 499, Page 377 in the Register of Deeds of Marion County, Tennessee (the "Declaration").
- B. Section 10 of the Declaration provides the Declarant the right to amend the Declaration.
- C. Declarant desires to amend the Declaration as set forth in this Amendment.

Statement of Amendment

- 1. Amendment.
 - (a) Section 3(u) shall be amended to read as follows:

u. "Preferred Builder" means a Tennessee licensed builder which has met the program requirements of the Declarant and has been approved and accepted as a Preferred Builder by Declarant. All Preferred Builders must have demonstrated skill in constructing custom houses. The determination of Preferred Builder shall be in Declarant's sole discretion.

(b) The second paragraph of Section 9.2 shall be amended to add the following as the last sentence:

Notwithstanding anything to the contrary in this Declaration, an Owner who seeks to be an Approved Builder must be a general contractor licensed as such in the State of Tennessee.

(c) Section 8.18 is deleted in its entirety and replaced with the following:

8.18 Authorized Use and Renting. Only single family residential usage shall be permitted, together with the keeping of domestic pets subject to the limitations set forth herein. No more than one single family may occupy a Tract, provided that in-law suites may be used.

Any rentals of a Principal Residence shall be permitted under this Declaration provided that such rental is for thirty (30) days or more and the Owner shall be required to evict any tenant or occupant that becomes a nuisance to the community. All permitted rentals must be for the entire Principal Residence; a Principal Residence may not be rented in a fraction or portion thereof. Renting or leasing of only a basement, guest house or mother-in-law suite is prohibited. "Renting" is defined as regular, exclusive occupancy of a Principal Residence by any person or persons other than the Owner for which the Owner receives any consideration or benefit.

There shall be no renting of a Principal Residence unless prior written approval is obtained from the Association. All leases shall be in writing in a form approved by the Association. Recognizing that the purpose of this Declaration may be frustrated by the presence of non-Owner occupied Principal Residence, the Association expressly reserves the right, from time to time, to regulate the term of leases, require an Owner to occupy a Principal Residence for a set period or percentage of time or establish other rules and regulations that encourage Owner occupancy of Principal Residences. The Association may charge each Owner an administrative fee for reviewing and approving proposed leases. The Association may prohibit the leasing of any Principal Residence while the Owner is (i) in default in the payment of Assessments, (ii) otherwise in default under this Declaration or (iii) the occupant or tenant of the Owner's Principal Residence violates this Declaration or the rules and regulations adopted by the Association.

If the Principal Residence is leased in violation of this Declaration or any other rule or prohibition, the Association may evict the tenant as if it were a tenant violation. The Owner must make available to the tenant copies of this Declaration. This Section shall not apply to leasing by Declarant or its successors, assigns or Affiliates.

Every Owner shall cause all tenants of his or her Principal Residence to comply with this Declaration, the Bylaws, and all rules and regulations adopted by the Association, and shall be responsible for all violations and losses to Common Spaces caused by such tenants, notwithstanding the fact that such tenants of a Permanent Residence are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws, and all rules and regulations adopted by the Association.

Notwithstanding anything to the contrary in this Section 8.18, an Owner's parent, grandparent, brother, sister, adult child, grandchild or direct descendant, shall be permitted to either use or rent an in-law suite or other accessory structure, while the Owner occupies the Principal Residence. The Association may approve, in its discretion, such use by additional extended family members. The copy of the lease, if applicable, must be provided to the Association.

- (d) The following is added as Section 8.20 of the Declaration:

8.20 Speeding and Littering. Speeding is prohibited. All vehicles must abide by the posted speed limits on each road and adhere to safe driving practices for the safety of the community. Littering is prohibited. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from each Tract (as necessary) and shall not be allowed to accumulate thereon.

- (e) Section 9.8 is deleted in its entirety and replaced with the following:

9.8 Mailboxes and Identification Posts. Each Owner of a Principal Residence completed, or if under construction, prior to the commencement of construction, shall install either a mailbox or a wooden post in the front of each Owner's Tract, which shall identify the address of the Tract, so as to insure emergency services are able to locate the Tract.

Mailbox and identification post installation specifications shall be approved in advance by the ARB. The ARB reserves the right to specify the standardized type, size, and style of mailboxes and wooden posts within the Development. A mailbox is not mandatory for a Principal Residence, as members may obtain a Post Office box. All mailboxes shall conform to the United States Postal Service requirements. For any Principal Residence not having a mailbox, a wooden post is required.

- (f) The following language is added as Section 18 of the Declaration:

18. Compliance and Enforcement. Every Owner and tenant of a Tract shall comply with this Declaration and rules and regulations of the Association or the ARB. Notwithstanding anything to the contrary in this Declaration, the Board (or Declarant during the Development Period) may impose sanctions for violation of this Declaration or rules and regulations of the Association. Such sanctions may include, without limitation:

(a) imposing reasonable monetary fines which shall constitute a lien upon the violator's Tract. (In the event that any tenant, guest, or invitee of a Tract violates this Declaration and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(b) suspending a Member's right to vote;

(c) suspending any Owner's right to use any recreational facilities within the Common Spaces, as well as any restaurants or other commercial enterprises developed by Declarant or its Affiliates; provided, however, nothing in this Section shall authorize the Board to limit ingress or egress to or from a Tract;

(d) suspending any services provided by the Association or the Declarant, or its Affiliates, to an Owner or the Owner's Tract, including the provision of water, if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(e) exercising self-help or taking action to abate any violation of this Declaration in a non-emergency situation (such right shall expressly permit the Declarant or owner to enter such Owner's Tract and any such action shall not be deemed a trespass);

(f) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Tract in violation of this Declaration and to restore the Tract to its previous condition and, upon failure of the Owner to do so, the Board, Declarant, or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(g) without liability to any Owner, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of any rules and regulations issued by the ARB.

(h) levying assessments to cover costs incurred by the Association to bring a Tract into compliance with this Declaration.

In addition, the Board or Declarant (during the Development Period) may take the following enforcement procedures to ensure compliance with this Declaration without the necessity of compliance with the procedures set forth in this Declaration:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles or trailers that are in violation of this Declaration or parking rules and regulations); or

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Board may provide a notice of violation or perform such maintenance responsibilities and assess all costs (including, but not limited to, attorneys fees) incurred by the Board against the Tract and the Owner as an assessment. Except in an emergency situation, the Board shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in this Declaration shall be cumulative of any remedies available at law or in equity. In any action to enforce this Declaration, if the Board or ARB prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

2. Ratification. Except to the extent specifically modified in this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect and are hereby ratified by the Declarant. From and after the date hereof, all references to "the Declaration" shall be deemed to refer to the Declaration as amended by this Amendment.

3. Severability. If any term or provision of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

4. Defined Terms. All capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Declaration.

IN WITNESS WHEREOF, the undersigned, has executed this Amendment as of the date set for the above.

THUNDER AIR, INC., successor-in-interest to
Thunder Development, Inc.

By: [Signature]
Name: Dang Bradshaw
Title: President

STATE OF TENNESSEE:
COUNTY OF Marion :

Before me, a Notary Public, of the state and county aforesaid, personally appeared Dang Bradshaw with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the President of THUNDER AIR, INC., a Tennessee corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation by himself as such President.

WITNESS my hand and seal in the County of Marion, Tennessee this 24th day of June, 2020.

[Signature]
Notary Public
My Commission Expires 02/06/23

