

ByLaws of the Savage Bluffs Association, Inc.



1 April 2007

(Revision 10 – 05 October 2023)

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Part 1 ~ ByLaws of the Savage Bluffs Association

ARTICLE I – NAME AND JURISDICTION

The following provisions shall constitute the BYLAWS OF THE SAVAGE BLUFFS ASSOCIATION, INC. a Tennessee business entity (hereafter the “Association”). These Bylaws shall, along with provisions of all Restrictive Covenants applicable to lots within the Savage Bluffs Subdivision, govern the operation and administration of the Savage Bluffs residential community, (hereafter the “Development”) as the Association’s implementing conventions for the following:

Applicable Restrictive Covenants	covering this Component of the Development
<i>Restrictive Covenants for Savage Bluffs</i> , 1 February 2006, with Revision1 of 5 March 2010 Record Book 1023, Pages 160, and Second Amendment of 21 July 2023 Record Book 1153, Page 2631, Registers Office of Grundy County, Tennessee	Savage Bluffs Component (per Exhibit A)
<i>Monette Anthony Savage Bluff Line Conservation Easement</i> (Record Book 35, Pages 75-87, R.O.G.C.)	Savage Bluffs Component (bluff line segments of Tracts NB1,2,3,4,5,6,7,8,9,10 and CT3)
<i>Restrictive Covenants for the Ranger East Tract of the Savage Bluffs Subdivision</i> , 1 July 2006 ~ a pending contingent enactment	Ranger East Tract ~ Contingent Component (per Exhibit A)
Other (to be defined)	Any future components of the Savage Bluffs Subdivision as may be declared by Developer

Terms in these Bylaws (unless otherwise defined) shall have the same meaning as defined in applicable Restrictive Covenants. Where conflicts of restrictions or interpretation may exist between the applicable Restrictive Covenants and these Bylaws, then the Restrictive Covenants shall always take precedence over the Bylaws.

ARTICLE II - OFFICE

The principal office of the Association is at the following address:

Savage Bluffs Association, Inc.
336 Savage Highland Drive
Coalmont, TN 37313

Mailing Address: PO Box 104
Altamont, TN 37301

This address shall be changed to such other place and person, either within or without the State of Tennessee, as shall be lawfully designated by the Association or as the officer elections or other affairs of the Association may require from time to time.

ARTICLE III - PURPOSES

The purposes of this Association shall be to provide for the establishment of an association of property owners to govern the Development in the manner provided by applicable Restrictive Covenants, by these Bylaws and by the Charter for the Association (the "Charter") when it is formally established as a Tennessee business entity. The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Restrictive Covenants, the Association's Charter or these Bylaws but incidental to the stated aims and purposes, provided that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter or which are imposed on real estate homeowners' associations by the Internal Revenue Code of 1986, as amended, and the regulations there under, as presently enacted or as they may hereafter be amended or supplemented. All present or future Owners or tenants, or their employees, or any other person who might use facilities in the Development in any manner, shall be subject to the covenants, provisions or regulations contained in the Restrictive Covenants and Bylaws, as amended, and shall be subject to any restriction, condition or rules and regulations hereafter adopted by the Association.

ARTICLE IV – THE ASSOCIATION

4.01 Purposes, Powers and Authority

Upon formation, the Association shall become the governing body for all Owners within the Development for the maintenance, repair, replacement, administration and operation of the Common Property and for the administration and interpretation of applicable Restrictive Covenants, these Bylaws and any other rules and regulations adopted pursuant thereto. The Association shall have and shall exercise all powers necessary or convenient to effect any or all of the purposes for which it is organized and to do every other act consistent with law which may be appropriate to promote and obtain the purposes set forth in applicable Restrictive Covenants, Bylaws, rules and regulations.

Upon formation of the Association, the Developer shall transfer all of its rights, powers and obligations to the Association except for those rights, powers and obligations set forth elsewhere as specifically remaining with the Developer. The transfer of such rights, powers and obligations may be made in a single event transaction, else the Developer may elect to effect said transfers in functional increments over no more than an eighteen month period after date of Association formation in order to facilitate ease of transition from final development activities into a stable operation and maintenance state for Association's full and effective assumption of management and operation.

Throughout these ByLaws appear references to “*..the Developer or Board, when formed,..*” and “*..the Developer or Association, when formed,..*” or similar expressions. This convention is used only to convey the intent that a certain authority, responsibility, duty, obligation or other commitment that is assumed initially by the Developer will eventually be *wholly transferred* to the Association and its Board of Directors after the Association and Board are activated and specific management and control functions have been formally transferred by the parties. Use of the said conventions does not mean that a “dual control” or “joint authority” entitlement exists or is intended to exist between Developer and Association (or the Board).

4.02 Membership

Every person or entity who is an Owner of a fee simple interest or an undivided fee simple interest in any Lot subject to the Restrictive Covenants shall be a Member of the Association. Membership shall be automatically transferred to the new Owner upon the conveyance of any Lot and recording of the deed of conveyance in the Register's Office of Grundy County, Tennessee. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. A Member Emeritus is not a Member of the Association.

4.03 Voting Rights

The Association shall have one (1) regular voting membership classification. Each platted Lot in the Development shall entitle the Owner to one (1) vote for the purpose of exercising decision and approval authority of the Association in accordance with these Bylaws. Developer shall also be entitled to one vote for each platted Lot in the Development owned by the Developer.

Platted Lots in the Development are identified and defined in Exhibit "A" which shall be periodically updated as lots are added, deleted, reconfigured or re-named.

Neither the Developer nor the Association shall be entitled to any vote by virtue of ownership of a Common Property.

When more than one person holds an interest or interests in any Lot as Owner, all such persons shall be members of the Association, however their one allowable vote for such Lot shall be exercised as they determine among themselves.

When one or more co-owners signs a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall not be counted.

For contiguous Lots that have the same Owner and are combined for the purpose of erecting a dwelling thereon or for such other approved reasons established by the Owner, the allocation of Lot assessments and Owner voting rights provided for in these Bylaws will continue to be based upon the number of original platted Lots purchased.

ARTICLE V - THE BOARD OF DIRECTORS

5.01 Board of Directors

Subject to Section 5.02 of this Article, the operation and administration of the Development on behalf of the Association shall be conducted by a Board of Directors ("Board") which shall consist of nine (9) Board members (Directors) of legal age, which shall include Owners and the principal Developer. (Note: If there are more than one major developer, then use of the term "Developer" hereafter shall be deemed to include all major developers.) The Developer shall be a member of the Board until he dies or no longer owns property in the Development or elects to withdraw from continuing affiliation with the Development, whichever occurs first. The Association may, with approval of at least fifty-one percent (51%) of eligible votes within the Development, increase or decrease the number of directors from time to time at any annual or special meeting. The Developer shall have a membership on the Board by Developer entitlement, and the Developer is also eligible for a Board membership if Developer is a private residential Owner within the Development.

5.02 Developer Performs Functions

The rights, duties and functions of the Board shall be solely exercised by the Developer until such time as the Developer appoints an Interim Board to serve until formal elections of an Initial Board can be held. The Developer may organize and charter the Association as a legal business entity in the State of Tennessee, may collect and manage annual Association dues from Owners, and he may establish the Association's initial ByLaws and any special Rules and Regulations to augment operational procedures for the Association.

5.03 Election of the Board

Members of the Initial Board elected to succeed either the Developer or Developer's appointed Interim Board shall be elected at any annual or special meeting duly called for that purpose by the Developer or by the Interim Board. If the Interim Board is appointed by the Developer coincident with the annual Association Meeting or within less than 90 days from the end of the Association's fiscal year, then the Interim Board becomes the Initial Board at that same time and shall serve until end of the coming fiscal year. Thereafter, at each annual Association meeting the Board shall submit its nominations for the new Board membership to serve terms as set forth in 5.04. Additionally, nominations for Board membership may be received from the general Association membership, with required seconding motions, either before or during the annual meeting, for inclusion in the Association's official vote for new Board membership. The nine Board candidates having the most individual votes shall become the new nine Board membership. Subsequent year Board elections shall follow the same nominating procedure for election of Board members for open positions that will occur each year as described in section

5.04 Term of Board Members

The normal term of service for each elected Board Member shall be three (3) years, or until their respective successors are duly elected and qualified, or until their death, resignation or removal. In order to maintain Board continuity, one third of Board members' terms shall expire each year, while the other two-thirds Board membership continues into the following year. Therefore, in order to establish this initial staggering of Board member terms, the Initial Board shall designate three members with one year terms, three members with two year terms and three members with three year terms. At each subsequent annual Board member election three new Board members shall be elected to three year terms in order to maintain the nine Directors membership.

5.05 Resignation and Removal from the Board

Any member of the Board may resign at any time by giving written notice to the President. Any member of the Board may be removed from membership on the Board by the approval of 66.6 percent of eligible votes within the Development, except that a vacancy on the

Board shall be deemed to exist in the event of death of a member, or the disability of a member which, in the opinion of a majority of the Board, renders such member incapable of performing Board duties, or in the event a member declares he is incapable of performing Board duties, or in the event a member shall cease to be an Owner. Whenever there shall occur a vacancy on the Board for any reason, the remaining members of the Board shall elect a successor Board member to serve until the next annual meeting of the Association, at which time said vacancy may be filled by the Association for the un-expired term.

5.06 Compensation

The members of the Board shall normally receive no compensation for their services but shall be reimbursed for reasonable travel and special expenses incurred by them in the performance of their duties, such payments to be determined by the Board.

5.07 Powers and Authority of the Board

The Board, for the benefit of the Development and the Association, shall enforce the provisions of the Restrictive Covenants, these Bylaws, and such other implementing Rules and Regulations as may be established. The Board has the authority to create and amend these ByLaws as well as special Rules and Regulations that may be needed to interpret and amplify procedures for the conduct of the Association's designated responsibilities and enforcement of Restrictive Covenants.

Subject to any provision herein, the Board shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

- (1) Any expenses permitted as Assessments per Article VII of these Bylaws.
- (2) Water, sewer, garbage collection, electrical, telephone, gas and other necessary utility services for the Common Properties.
- (3) Legal, accounting and administrative services necessary or advisable in the operation of the Development and the enforcement of the Restrictive Covenants, these Bylaws, and the Rules and Regulations made pursuant thereto.

- (4) Painting, maintenance, repair, replacement, restoration and landscaping of the Common Properties.
- (5) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, security facilities or services, taxes or assessments that the Board is required to secure or pay as required by law or pursuant to terms of Restrictive Covenants, these Bylaws or any other Rules and Regulations promulgated hereunder or which, in its opinion, shall be necessary or advisable for the operation of the Development or for the enforcement of the Restrictive Covenants, these Bylaws, or the Rules and Regulations.

The Board shall also have the exclusive right from time to time to acquire and dispose of by sale or otherwise and without the necessity of approval by any Owner, furnishings and equipment and other personal property for the Common Properties and to provide maintenance, repair and replacement thereof.

The Board shall have the responsibility and authority to accept and hold title, for the Association, to common properties conveyed to the Association by the Developer or acquired otherwise by the Association from other sources.

The Board shall have the responsibility and authority to review and approve or disapprove an Owner request for waiver of any Restrictive Covenants or for waiver of any provision of these ByLaws, so long as the granting of such waiver is reasonable and practicable, does not adversely and materially alter the Association's financial plan, does not adversely affect rights, privileges, security, privacy and property values of other Owners, and does not run counter to fundamental tenets of Restrictive Covenants for protection of the environment, tranquility, security, and quality of living in the Savage Bluffs community.

5.08 Additional Powers of the Board

The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with the Common Properties as may be necessary or convenient in the operation and management of the Common Properties, and in accomplishing the purposes set forth herein. The Board or any managing agent or entity designated by the Board shall be

deemed the agents of the Owners and as such shall manage, maintain and improve the Common Properties and also collect, conserve, allocate and expend money received from the Owners and other revenue-bearing activities in a manner consistent with such agent's relationship and in conformity with the Restrictive Covenants, these Bylaws and the Rules and Regulations.

5.09 Meetings of the Board

Meetings of the Board shall be held at least twice annually and shall be held at such places within or without the State of Tennessee as the Board shall determine, including *virtual meetings* conducted by electronic or internet media among Board members at diverse physical locations. A majority of the then elected members of the Board shall constitute a quorum. The decision of at least a majority of the then elected members of the Board shall constitute the act of the Board. Meetings of the Board shall be chaired by the President of the Association, and the minutes shall be recorded by the Secretary of the Association. The Board shall annually elect from its Board Membership the officers as set forth in Article VI hereof. Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by the Association President.

5.10 Special Meetings

Special meetings of the Board may be called by the President of the Association or by a majority of the Board members.

5.11 Notice of Meetings

Regular meetings of the Board may be held without special call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof to each of the other Board members by any usual means of communication. Such notice need only provide a summary of the purpose(s) for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of only those items listed on the agenda.

5.12 Waiver of Notice

Any members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

5.13 Notice of Election

After election of the Initial Board to succeed the Developer or the Interim Board, the Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.14 Fiscal Year

The fiscal year of the Association shall be the calendar year.

5.15 Special Committees

The Developer or Board, when formed, may designate one or more special committees, each committee to consist of two (2) or more Owners appointed to exercise the powers set forth in specific resolutions to accomplish Special Committee duties therein defined.

Included in such Special Committees shall be an Architecture and Construction Committee with duties to perform as defined in, but not limited to, architectural control provisions of the Restrictive Covenants and those provisions set forth in Article XI of these Bylaws. The Developer or its nominee shall be a member of the Architecture and Construction Committee.

The Board may also rescind any Special Committee resolutions by a further resolution duly adopted. The Developer shall perform the functions of all Special Committees until establishment of the Association and election of its officers. Such Special Committees shall have

such names as may be determined from time to time by the Board and shall keep regular minutes of their proceedings and report the same to the Board when required. The Developer or Board, when formed, may appoint Owners to fill vacancies on any Special Committees.

5.16 Rules and Regulations

The Board shall have the power and right to adopt and amend special Rules and Regulations for the purpose of governing the details of any Development operation and setting forth restrictions on, and requirements respecting the use and maintenance of the Common Properties.

Notwithstanding the foregoing, the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency or pressing circumstance exists which should be corrected before a meeting of the Association could be reasonably called and held.

Further, Rules and Regulations may be enacted to govern details of any Restrictive Covenants for protection of the environment, wildlife and private property, for actions of residents, guests or renters regarding safety, privacy and intrusive behavior, and for any other aspect warranting explicit regulation and enforcement by the Association.

5.18 Failure to Insist on Strict Performance Not Waiver

The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in the Restrictive Covenants or these Bylaws, or the Rules and Regulations, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future of such term, covenant, condition or restriction, right, option or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect.

ARTICLE VI - THE ASSOCIATION: MEETINGS, OFFICERS, ETC.

6.01 Quorum

The presence in person or by proxy at any meeting of the Association of the Owners entitled to vote a majority of the eligible votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of persons entitled to cast a majority of the votes of the Association.

6.02 Annual Meeting

There shall be an annual meeting of the Association to be generally held in the first or second quarter of the fiscal year at any reasonable time of day and at any reasonable place, or on any other date as may be designated by written notice by the Board delivered to Owners not less than sixty (60) days prior to the date fixed for said meeting. At or prior to the annual meeting, the Board shall furnish to the Owners: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Owner; and (2) a statement of the expenses receipts and disbursements for the previous and/or current fiscal year, if then available, and (3) the Statement of Profit & Loss (P&L) and the Balance Sheet for the past and current fiscal years.

6.03 Special Meetings

Special meetings of the Association may be held at any time and at any reasonable place to consider matters that, by the terms hereof, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by a majority of the Board, or by the Owners of at least thirty-three percent (33%) of the eligible votes of the Association by written notice, delivered to all Owners not less than fifteen (15) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

6.04 Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with these Bylaws or other such rules adopted by the Board.

6.05 Officers

The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be members of the Board and shall be elected to each officer position by the newly elected Board. Once an Initial Board has been elected by the Association Members to succeed the Developer, the following provisions shall become applicable: Each officer shall be required to be an Owner. No officer shall receive compensation for serving as such. In the event an office becomes vacant due to an officer ceasing to be an Owner, or due to the death or disability of an officer, or for any other reason, the Board shall immediately appoint a successor to that office to serve out the remainder of the term. The Board may, in its discretion require that officers be subject to fidelity bond coverage.

A. President. The President shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including appointment of committees.

B. Vice-President. In the absence or inability of the President, the Vice-President shall perform the functions of the President.

C. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded.

D. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association, but may delegate the daily handling of funds to accountants or other persons, firms or entities approved by the Board. The Treasurer shall have the authority to pay bills and accounts payable for all common expenses occurring within the Association's annual budget provisions.

ARTICLE VII - ASSESSMENTS

7.01 Purpose of Assessments

Assessments are generally of two types: annual assessments and special assessments. The Developer or the Association (after Association is formed) may impose assessments upon Lots for any of the following general purposes, but not limited thereto:

- (1) Maintaining or improving the Common Properties, including establishment of cash reserves deemed necessary for such purposes;
- (2) Surfacing, grading and maintaining any private road in the common access road network and cutting grass and maintaining beauty of appearance along both public and private roads;
- (3) Installing and maintaining lights along roadways and at Common Area facilities and features.
- (4) Constructing and equipping gates and security facilities at the entrances to or lying within the Development, hiring personnel to staff such facilities, and otherwise maintaining the same;
- (5) Purchasing such insurance, including, without limitation, property, general liability, fidelity and/or directors insurance, as the Association deems necessary;
- (6) Paying any expense defined as a Common Expense under these Bylaws;
- (7) Protecting and preserving the beauty of the Development and the health and safety of persons, flora and fauna living within it.
- (8) Constructing, maintaining and marking walking trails, bridges, viewpoints and other recreational facilities within Common Properties or on private properties where access by the Association members is granted to the Association by the private property owners.
- (9) Constructing, installing and maintaining storm water erosion and sediment control features within common properties.

(10) Maintaining health of lakes, ponds and water courses within and through common properties, including maintenance of fish life and aquatic algae control and stability and safety of dams and spillways in common properties.

7.02 Annual Assessments

At least ten (10) days prior to the annual meeting of the Association, the Board will adopt a proposed budget for the subject fiscal year. The budget will establish the total amount of annual assessments on all Lots in the Development that are formally platted and either purchased by Owners or offered for sale by the Developer. The amount of the annual assessment for the individual Lots will be determined on the same basis as voting rights under Section 4.03 of the Bylaws. The budget shall be approved, modified or rejected at the annual meeting of the Association by vote determined pursuant to Section 6.01 of these Bylaws.

For the Association's first incorporated operational year, or portion thereof, a provisional operating budget may be established by the Developer or Board along with the initial homeowner fee assessments to support that budget. The Developer or Board may then direct the collection of the initial annual fee assessments from the general Association membership.

7.03 Annual Assessments on Added Property

Whenever additional land is added to the Development pursuant to the Restrictive Covenants, such additional property will, automatically without the necessity of a vote of the Owners as required for other types of amendments, reduce the assessment imposed upon the then existing Lots. Each additional Lot added to the Development will be subject to assessments hereunder on the same basis as the original Lots submitted to the terms of the Restrictive Covenants and Bylaws.

7.04 Special Assessments

In addition to annual assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an improvement upon the Common Properties, the cost of any addition to the Common Properties or any unexpected expense, provided that such special assessments shall have the written approval of at least a majority of the eligible votes in the

Association. Such approval may be given in writing or at a duly called Special Meeting or at an annual Association meeting.

7.05 Date of Commencement of Annual Assessments

Annual assessments shall commence on 1 January of each year. The amount of the first annual assessment on a Lot shall be based pro-rata on the balance of the calendar year from date of its purchase closing and shall become due and payable on the closing of the Lot. The Assessment for any year, after the first year, whether an annual or special assessment, shall be due and payable within thirty (30) days following approval of such assessment by the Association.

7.06 Owner Assessment Classes

The Association may establish multiple Owner Assessment Classes for the purpose of determining and allocating annual or special assessment percentage obligations to all Owners in an equitable manner. Taking into consideration the special and varying circumstances of lot locations, access to common properties and enjoyment of collective community security and other Development amenities, the Association may assign lots into distinct Assessment Classes and allocate different levels of assessment obligation to each class. Certain cost items of annual assessment budgets and special assessments may then be allocated to all or selected Assessment Classes on an as-applicable and as-equitable determination basis.

7.07 Obligation for Assessments

Each Owner by deed, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of the Restrictive Covenants and Bylaws and pay annual assessments and special assessments for the purposes set forth herein. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, for the payment of all assessments, whether annual or special, which may be levied while such party or parties is an Owner, except where explicitly exempted from such assessments by special action of the Board for legitimate reasons. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall

bear interest from the due date to date of payment at a rate established by either the Developer or the Board, when formed, on an annual basis, not to exceed the maximum rate allowed by law.

Any assessments, whether annual or special, that are implemented by the Developer or the Association, when formed, will apply to any Lots of Developer that are platted of record. However, no assessments shall apply to: (1) any property of Developer not platted as a lot of record; or (2) any property of Developer reflected as "Future Development"; or (3) any property not publicly offered for sale by Developer; or (3) any property of Developer not formally designated within the Development description at Exhibit "A".

7.08 Lien

Recognizing that the necessity for providing proper operation and management of the Development entails the continuing payment of cost and expenses therefore, the Developer or the Association, when formed, is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, including reasonable attorney's fees, which may be incurred by the Developer or the Association, when formed, in enforcing the lien upon said Lot as well as interest accruing thereto. The lien granted in this Paragraph may be foreclosed as other liens are foreclosed in the State of Tennessee.

7.09 Lease, Sale or Mortgage of Lot

Whenever any Lot may be leased, sold or mortgaged by its Owner, the Developer or the Association, when formed, shall, upon written request of the Owner of such Lot, furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Developer or Association by the Owner of such Lot and any matter in dispute between the Owners of such Lot and the Developer or Association. Such statement shall be executed by any officer of the Developer or Association, when formed, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Developer or Association shall be bound by such statement.

7.10 Subordination of Lien to First Mortgages

The liens provided for in the Restrictive Covenants and Bylaws shall be subordinate to the lien of a First Mortgage on any Lot, but only if all assessments, whether annual or special, with respect to such Lot having due dates on or prior to the date such First Mortgage is recorded have been paid. In the event any such mortgagee shall acquire title to any Lot by virtue of any foreclosure or deed in lieu thereof, the mortgagee of a First Mortgage shall only be liable and obligated for assessments, whether annual or special, as shall accrue and become due and payable for said Lot subsequent to the date of acquisition of title. In the event of the acquisition of title to foreclosure, any assessments, annual or special, as to which the party so acquiring title shall not be liable, shall be absorbed and paid by all Owners as part of the common expenses; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Any First Mortgagee may notify in writing the Developer or the Board, when formed, of its name and address in order to be entitled to notices under Paragraph 9.03 of the Bylaws.

7.11 Allocation of Assessments for Combined Lots

For contiguous Lots that have the same Owner and are combined for the purpose of erecting a dwelling thereon or for such other approved reasons established by the Owner, the allocation of Lot assessments and Owner voting rights provided for in these Bylaws will continue to be based upon the number of original Lots purchased

ARTICLE VIII - LIABILITY AND INDEMNIFICATION

8.01 Liability of Members of the Board and Officers

The members of the Board, the officers and any agents and employees of the Association shall: (1) not be liable to the Owners or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (2) have no personal liability to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Owners in their capacity as such; (3) have no personal liability in tort

to an Owner or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (4) have no personal liability arising out of the use, misuse or condition of the Common Properties, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

Developer shall not be responsible or liable for any violation of the Restrictive Covenants or Bylaws or Rules and Regulations by any person other than itself.

8.02 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Owners or any other persons or entities, to which he or she shall be made a party or shall be threatened to be made a party by reason of the fact that he or she is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association or the Board, or otherwise. The indemnification by the Association set forth herein shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

8.03 Actions Brought by One or More Owners on Behalf of All Owners

No suit shall be brought by one or more, but less than all, Owners on behalf of the Association without approval by a majority of the votes of the Association.

8.04 Notice of Suit and Opportunity to Defend

Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Development as a whole, shall be directed

to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and shall be defended by the Board. The Association and all Owners shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all, Owners shall be directed to such Owners, who shall promptly give written notice thereof to the Board and shall be defended by such Owners at their expense.

8.05 Owner Disputes

In the event of any dispute or disagreement between the Owners relating to the Development, any questions of interpretation or application of the provisions of the Restrictive Covenants or the Bylaws, such dispute or disagreement shall be submitted to the Developer or the Board, when formed, and any such determination, provided it is not arbitrary or capricious, shall be final and binding on each and all of the Owners, subject to the right of the Owners to seek other remedies provided by law after such determination.

ARTICLE IX - GENERAL BUSINESS PROVISIONS

9.01 Businesses

Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business intended for a sustaining profit on behalf of the Association or any Member. Any income-producing business conducted by or on behalf of the Association must be of a character and intent in keeping with the non-profit nature and charter of the Association.

9.02 Amendment

These Bylaws, or any portion thereof, may be amended, modified, or revoked in any respect from time to time by Developer prior to election of the Initial Board and thereafter by the affirmative majority vote of the Board, however, the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the laws of the State of Tennessee. These ByLaws or any amendments thereof shall not be required to be recorded with the Register's Office of Grundy County but must be kept on file with the Developer and the Secretary of the Association and available to all Owners upon request.

9.03 Notices

Any notice required to be sent to any Owner under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the address specified in Article II - Office.

9.04 Conflict

In the event of any conflict between these Bylaws and the provisions of the Charter of the Association, the Charter shall control and govern. In case of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants shall control and govern.

9.05 Non-waiver of Covenants

No covenants, restrictions, conditions, obligations or provision contained in the Restrictive Covenants or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9.06 Agreements Binding

All agreements and determinations lawfully made by the Association in accordance with procedures established in the Restrictive Covenants and Bylaws shall be deemed to be binding on all Owners, their respective heirs, successors and assigns.

9.07 Severability

The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

9.08 Books and Records

The books, records and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any Member at the principal office of the Association, including, but not limited to, the Restrictive Covenants, the Charter, the Bylaws and any Rules and Regulations of the Association. Copies of such documents may be purchased at reasonable costs.

9.09 Law Governing

The Restrictive Covenants are made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.

ARTICLE X - COMMON PROPERTIES

10.01 Types of Common Properties

All Common Properties are intended for the common use, benefit and enjoyment of the Owners and other persons occupying accommodations of Owners on a guest or rental basis. Common Properties may be owned or leased or contracted for use by the Association or given use to the Association on a loan basis. Common access road right-of-ways and common use trail easements within the Development are common properties even where they occupy or pass through portions of privately owned lots within the Development. A Common Property of any type carries with it the responsibility by the Board to manage its operation, maintenance and security and to safeguard its use by Association members.

Common properties may be owned by the Association or on loan to or leased by the Association from the Developer or private parties. Any lands on loan to or leased by the Association for use as Common Properties shall lose their character as Common Properties upon expiration of such loan or lease.

Common Properties include, but are not limited to:

- (1) All right-of-ways and easements established within the Development to provide common road access and public utilities to common properties and to boundaries of individual Lots.
- (2) Any bridge within the Development located on an easement or right-of-way intended for use by all Owners.
- (3) Any facility, structure or feature established to provide Common Area security, lighting, fencing, access control, signs, common mailbox facilities, ornamental items, shrubbery and irrigation.
- (4) Any private water, power, telephone or other utility line established to service operations and maintenance of Common Area real estate, equipment, facilities and features.
- (5) Any walking trail or viewpoint properties or easements, bridges, signs or facilities established to provide walking access to and within the Ranger Gorge Preserve, Savage Leap Overlook, the Boulder Lake surface and to any other designated common areas.
- (6) The Savage Bluffs owners' Lodge and grounds.
- (7) The Ranger Gorge Preserve and its common hiking trails.
- (8) The Savage Bluffs main entry and forested corridor extending into the Development from Colony Road.
- (9) Any walking trails, bridges, signs or other facilities established within any private properties that may be leased or on loan to the Association to be used as Common Properties.
- (10) Any ponds, lakes, dams or other water courses established for common use.

- (11) Ponds, lakes or any water courses designated as high quality "*Waters of the State*" by the Tennessee Department of Environment and Conservation (TDEC), whether on common property or private Owner property, and thus requiring stringent water quality control provisions. In the Savage Bluffs development those water bodies specifically within that "*Waters of the State*" jurisdiction are:
 - a. Bobcat Lake, Boulder Lake and Wolf Lake
 - b. Ranger Creek, Raines Creek, Bobcat Creek and Wolf Creek
- (12) Erosion control features and storm water pollution prevention structures required to be maintained within the Development's common properties.
- (13) All common properties, facilities, features and other assets identified in Exhibit B.

10.02 Easements and Rights-of-Way for Access to Common and Private Properties.

Easement(s) and Rights-of-Way (ROW) shall be provided for use by Owners and Developer to gain foot or vehicle access to Common Properties and to Owner's private Lot(s). Such easements and ROWs will be for exclusive use of Association members, their families, guests, postal delivery persons, emergency services, public utility agencies, the Developer and other authorized persons or organizations that normally serve the functional needs of a residential community. Such easements and ROWs are not for use by the public in general, until such time as they may become so dedicated to county authorities, if ever, as public rights of way. The Savage Bluffs development is established as a private community, and its easements and ROWs for access to Common and private properties within the Development are for private use and may be security gated by decision of the Association.

10.03 Utility Easements

A perpetual easement for the benefit of the Developer and the Association is reserved over portions of each Lot, as described in Exhibit "A" for the construction and maintenance of access roads, public utilities and drainage. The Developer, or the Association as applicable, and any utility provider may cut and clear trees or other vegetation within that easement area to construct, install, repair or maintain such utility or drainage services. The Developer, and the

Association, together with any utility provider shall also have permanent non-exclusive easements to install and maintain utilities within common road rights-of-way.

In the event it is deemed advantageous to Lot Owners to run any main utility lines outside their Common Area utility easements and across one or more private Lot interiors, and such diversion is agreed by the Owners of transited Lots, then the Developer or Association may implement such main utility line runs so long as those runs are properly dedicated and recorded as main public utility easements across the affected Lots, in order to permit public utility providers access for main and residential service installations and maintenance, else the Association shall assume responsibility for future maintenance of those main utility lines.

10.04 Public and Private Utility Services and Connections

The Developer or Board, when formed, may contract with public utility companies to install main water, primary electric or other utility service lines within the Development to the boundaries of private lots, such costs not to be Common Expenses. Notwithstanding anything herein to the contrary, each Owner shall be responsible for the costs of installation and repair of service lines on the residential side of utility connections for his or her Lot, and such costs shall not be Common Expenses.

The Developer or Board, when formed, may elect to connect to main utility lines for private water, electric or other utility services for operation of Common Property facilities and features including, but not limited to, common recreational structures, common area lighting, gates and security systems, signs illumination and landscape irrigation. Connection charges and utility consumption costs for these private utility services shall be Common Expenses.

10.05 Maintenance of Common Properties

Developer agrees to maintain Common Properties until the Association is established. After the Association is established the Developer may convey title to or responsibility for all or specific Common Properties to the Association under such terms and conditions as may be appropriate for the type Common Property to be conveyed and circumstances of its intended use by the Association. The Developer shall have no obligation to maintain the Common Property after the Association is established and takes title or responsibility, but the Developer shall retain

the right to perform any maintenance or restoration work on such property it deems as immediately necessary or of an emergency nature, the cost of such work becoming a Common Expense.

10.06 Common Property Improvements

The Developer may initially install entry gates and identifying signs at entries and in the interior of the Development. The signs and entry gates shall become part of the Common Properties when Developer conveys them to the Association, at which time the Association shall become responsible for their operation, maintenance, repair and replacement. The Developer may also landscape entry areas and other areas within the Development. These areas shall become Common Properties, and the Association shall then become responsible for their maintenance. The Developer or Board, when formed, may add additional facilities, utilities, decorative features or other improvements to the Common Properties from time to time as they see fit.

10.07 Damage to Common Properties

Any damage done to roads, drives, curbs, gates, fences, bridges, utilities, entryways, erosion control features or other Common Properties by any Lot owner, or by a contractor, subcontractor, laborer or material supplier employed on a Lot or traveling to-from a lot, will be repaired immediately at the expense of the responsible Lot Owner. Payment for such repairs shall become payable upon receipt of a notice or invoice from the Developer or Board.

10.08 Restricted Entrance and Security

The Developer or Board, when formed, may construct and place gates and guard houses at the entrances to the Development or at any other location within the Development to control vehicular access. Once erected, such facilities shall become Common Properties to be operated and maintained by the Association. The Board shall develop rules and regulations for controlling access 24 hours per day, including gate operation procedures, communications and intrusion detection features and night watch services as determined appropriate by the Board. The Board shall also assure the Development can provide immediate entry access by fire, rescue and law enforcement agencies.

10.09 Dedication for Public Use

The Developer reserves the right, before the Board is formed, to dedicate to the public any roadways, rights of way, easements, common lands and the like when deemed in the best interest of the Development. After establishment of the Board, any such dedication must receive the approval of seventy-five percent (75%) of eligible votes within the Association.

10.10 Insurance Protection on Common Properties

The Association is obligated to maintain liability insurance coverage against risk of injury occurring on all Common Properties, including those properties owned, leased or on loan to the Association as well as on common access road right-of-ways and common trail easements occupying privately owned lots. For developer-owned Common Properties the Board must provide such liability insurance having the Developer specifically designated as “additional insured”, failure of which to do so will be grounds for Developer denying common use until such insurance coverage is in place.

Fire, wind, theft and other damage insurance provisions are required to be maintained for physical structures, vehicles, equipments and other valuable property assets of the Association within its common properties domain.

ARTICLE XI – ARCHITECTURE AND CONSTRUCTION CONTROL

11.01 Architectural Design Control.

The Developer or the Board, when formed, may create a body of Rules and Regulations covering design and construction guidelines for all dwellings, structures, facilities, driveways and other man-made features located, or planned to be located, on private Owner Lots and Common Properties. Such rules and regulations shall be available for all Owners or prospective Owners of Lots in the Development.

The Developer shall have sole architectural and design approval authority for the Development until the Board has established the Architecture and Construction Committee in accordance with the Bylaws and Restrictive Covenants. When such Committee has been established, the Developer shall transfer controlling authority to it, provided, however, that the

Developer or its nominee shall always be a member of such committee until he may eventually elect to withdraw permanently from formal affiliation with the Development as the Developer.

No building, fences, or structures of any type, shall be erected, placed, added to, or altered and no grading shall be commenced until the proposed building plans / specifications and plot plan (showing proposed location of such creations) shall have been submitted to the Developer or the Architecture and Construction Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architecture and Construction Committee shall be subject to prior approval of the Developer or the Architecture and Construction Committee. The Developer or the Architecture and Construction Committee shall give written approval or disapproval of the plans within thirty (30) days of submission; however, if written approval or disapproval is not given in that period, then the plans shall be deemed to have been approved. Developer or the Architecture and Construction Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architecture and Construction Committee. In the event of the completion of any dwelling house on any Lot, without any proceedings having been instituted to enjoin the construction thereof, said dwelling shall be conclusively presumed to have had such approval.

The Developer or Architecture and Construction Committee shall charge a reasonable fee for each application submitted for review. The amount of the fee shall initially be set at \$25. Such fee may be adjusted at the reasonable discretion of the Developer or Architecture and Construction Committee.

Both the Owner and his/her builder/contractor, before constructing a home or otherwise disturbing the natural forest ground, are required to endorse the Savage Bluffs Subdivision's *Storm Water Pollution Prevention Plan* (SWPPP) and to comply with its provisions for safeguarding the environment with appropriate erosion and sediment control provisions during construction activities. Both the Owner and his/her builder/contractor are also required ensure

strict compliance with provisions of the Association's *Construction Rules and Regulations* governing conduct of construction activities, contractor employee control and vendors access.

11.02 Approval Standards

Architectural design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation, insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for buildings and landscaping provide visually pleasing settings for structures on the Lot and on adjoining or nearby Lots.

Approval of any proposed building plan, location, specifications or other type special request relating to design and construction will be withheld unless such plans, location specifications and special requests comply with these requirements in the sole unfettered discretion of the Developer or the Architecture and Construction Committee acting on behalf of the Board, when formed. Approval of the plans and specifications by the Developer or the Architecture and Construction Committee is for the mutual benefit of all owners and is not intended to be, and shall not be construed as an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint or comply with applicable zoning laws, building codes or other land use laws or regulations. Each Owner shall be individually responsible for the technical aspects of the plans and specifications for his or her residence and other structures or activities on a Lot as well as the determination that such matters are in full compliance with all laws, codes and regulations of applicable governmental authorities. The Owner's plan for employment of storm water runoff control measures will also be subject to approval by the Architecture and Construction Committee in order to assure erosion and sediment control is compliant with applicable provisions of Tennessee law.

Except where otherwise specified in the Restrictive Covenants, the Architecture and Construction Committee regulations described herein shall be applied by the Architecture and Construction Committee for enforcement by the Board.

11.03 Lot Reconfigurations and Subdivisions

There shall be no alteration or subdivision of lots in the Development without prior written approval by the Developer or the Board, even where Restrictive Covenants or individual lot deed descriptions may allow such alterations or subdivisions. Any subdivision of a Lot will automatically subject each resulting subdivided lot to applicable Savage Bluffs Restrictive Covenants with the obligation of Association membership and payment of annual dues and special assessments in the same manner as for any other platted lot in the Development.

Lots that remain unsold by the Developer are exempt from this restriction and may be altered or subdivided at Developer's discretion.

11.04 Setback Lines

No dwelling or other permanent building structure shall be built within 50 feet of its boundary lines or the bluff rim except where specifically allowed otherwise by Restricted Covenants or by waiver action of Developer or Board when established. Any pond, lake or water course designated Common Property shall have a building set-back requirement of 50 feet or as may be determined by the Developer or Board when established on a case-by-case basis. Additional set-back requirements may be established for trails, viewpoints and other common areas. For good cause shown, an Owner may petition the Developer or the Board when established, by recommendation of the Architecture and Construction Committee, for a variance from any of the above set-back requirements.

11.05 Temporary Structures

No part of any Lot shall be used for residential purposes until a completed dwelling conforming fully to the provisions of the Restrictive Covenants, Bylaws and applicable Rules and Regulations shall have been erected thereon. In no event shall a mobile home, temporary shed or shack, metal building, modular building or house-type trailer be placed or permitted to remain on any Lot except as may be required for a temporary construction office or storage facility. Neither the foregoing provisions nor any other paragraph of the Restrictive Covenants or Bylaws shall prevent the Developer from designating a Lot or Lots from time to time for the temporary

placement of a trailer, modular unit or other suitable structure for use as an office and/or sales center by the Developer and/or builders at the sole discretion of the Developer.

11.06 Completion of Construction

Any residence or other approved structure being erected on a Lot shall be completed within eighteen (18) months from the date of the pouring of the footings for said residence. In the construction of such structures upon a Lot, the builder shall keep all debris cleared from the street or streets bounding the Lot. Before any residence is occupied, all debris must be removed from the entire Lot and any damaged roadway shall be repaired to the condition existing prior to the disturbance. Absolutely no burning or burying of debris or construction waste shall be permitted anywhere in any Lot or anywhere in the Development.

11.07 Service Area

Each home shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, an electrical service entrance, propane or gas tanks, or other ancillary residential functions that by nature may present an unsightly appearance. These types of service areas shall be convenient to the utility services and screened from view from adjacent streets.

11.09 Sewage Disposal

All dwellings shall be connected to a public sewer or shall have a septic tank and field lines of type and quality approved by all applicable governmental agencies or authorities. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all applicable governmental laws, regulations and codes.

11.10 Tree Removal

Except as otherwise stated herein, no trees larger than five (5) inches in diameter at 5 feet above ground shall be removed from any Lot except in the construction or installation of a driveway or utility service, or in the construction of a residence or other permitted structure, or as

may be allowed by express written approval from Developer or Architecture and Construction Committee, when formed.

The Developer reserves the right, however, to remove trees at its own reasonable discretion on any Lot or property owned by the Developer: (1) for the purpose of building or constructing lakes or ponds; (2) for the purpose of developing any right of way or easement or driveway ; and (3) for the purpose of developing and maintaining any Common Property.

11.11 Tanks and Garbage Receptacles

No fuel tanks or similar storage receptacles may be exposed to view. Such tanks or receptacles may be installed only within a dwelling unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be unsightly, disorderly, in disrepair or offensive to the view or smell.

11.12 Antennas

No television antenna, dish, radio receiver or sender or other similar device shall be installed within the set-back areas or so as to be visible from adjoining Lots or streets.

11.13 Excavation

No Owner shall excavate or extract earth from any of the Lots subject to the Restrictive Covenants for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the prior written consent of the Developer or the Architecture and Construction Committee is obtained.

11.14 Ponds and Lakes

No ponds or lakes shall be installed on any Lot without the prior written approval of the Developer or the Board. Any such allowed construction or other activity affecting stream flows or wetlands on the Development shall be conducted in accordance with all federal and state statutes, laws, Rules and Regulations. Developer, however, reserves the right to construct ponds or lakes on any of the Property owned by Developer and not yet sold as residential lots.

11.15 Storm Water Runoff Control

All construction activities, including site clearing, home site preparation, landscaping, roads and drives construction, utility installations and other actions that disturb the natural ground cover are required to employ adequate storm water runoff control measures to prevent erosion and sediment flow into creek basins and wet weather stream depressions. Check dams, sediment traps, silt fencing, diversions, and other necessary control features must be installed as necessary and must be in compliance with Tennessee's *Clean Water Act* and TDEC's *Erosion and Sediment Control Handbook*. This responsibility vests with the Owner and Owner's contractor employed in the construction, and compliance is subject to inspection by the Developer or Architecture and Construction Committee.

ARTICLE XII – COMMUNITY ORDER AND BEAUTIFICATION

12.01 Unsightly Conditions and Corrective Recourse

All of the Lots in the Development must, from the date of purchase, be maintained by the Lot Owner in an orderly condition (grass being cut where needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of access roads. In the event that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, or the Board, when formed, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the cost of such work to the Owner.

12.02 Lot Trafficking

No Lot may be used as a means of service or entrance to other property not a part of the Development unless such other property is subject to the Restrictive Covenants and Bylaws and unless the Developer or Board consents thereto in writing.

12.03 Parking

Passenger and utility vehicles shall be parked only in the Owner's garage, carport, or in an approved outbuilding or in the Lot driveway so as to not be easily visible from right-of-way streets in the Development. No heavy transport vehicles or trailers, busses, heavy equipment,

farm machinery or any other such machinery shall be stored on Lots, even if not visible from right-of-way streets, nor shall they be parked over night on right-of-way roads anywhere in the Development.

12.04 Offensive Activities

General activities proscribed. No activities of any kind, private or public, will be conducted that intrude upon the tranquility of the natural setting of Savage Bluffs, or disrupt the peace and quiet. Nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development or the Owners.

Off-road *sport* vehicles. Trail bikes, go-carts, all-terrain vehicles, cross country motorcycles and similar vehicles shall be expressly prohibited from any and all *sport* operation anywhere within the Development by Owners or their guests or tenants.

Nuisance Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Lots within the Development. The playing of loud music from any balconies or porches or vehicles shall be offensive, obnoxious activity constituting a nuisance.

Construction Activity Noise Restriction. The Developer or Board has the right to institute and enforce restrictions defining allowable working hours (example: 7am to 5pm) and allowable working days (weekdays only) for major construction activities to be conducted within the Development.

Laundry. No Owner shall hang laundry from any area within or outside a dwelling residence if such laundry is within public view or within view from any other lot.

ARTICLE XIII – WILDLIFE CONSERVATION

13.01 General

It is the express obligation of the Association and all Owners to respect and enforce the entitlement of wildlife to live unmolested in their natural habitats within the Development. Wildlife

protection and preservation shall always have precedence over rights of intrusive humans, except in rare cases where risk of human life, injury or disease is clearly at stake.

The hunting, shooting at, killing, trapping, frightening, harmful treatment or molestation of wildlife in any manner, for any reason, is expressly prohibited. This includes animals, reptiles, birds, fish, amphibians and non-threatening insects.

13.02 Conflicts of Interpretation

Only harmful insects, diseased creatures or creatures by their nature that are potentially harmful to the health of humans and the environment within and adjacent to the Development are allowed to be exterminated if harmful effects on humans has occurred or is a clear probability. Rodents, snakes and other reptiles, and any other animal or bird shall not be deemed potentially harmful and subject to this paragraph simply because they may be predatory creatures or may defend their lives when threatened by means that could be harmful to humans encountered. Owners and guests or tenants are enjoined to avoid threatening encounters with such creatures, or, if an encounter occurs, to take all possible steps to leave the creature alone without harm to it.

13.03 Violations

Violations of these prohibitions against wildlife molestation by Owners or their Guests or Tenants may be subject to fines established by the Developer or Association and possible prosecution where applicable state or federal laws or regulations are violated.

13.04 Posting

The Developer or Board, when formed, may post appropriate signs stating these prohibitions and a warning of possible fines and prosecution for their violation by anyone, whether members of the Association or persons from the general public.

Part 2 ~ Activation of the Association

IN WITNESS WHEREOF, the Developer has executed these ByLaws on the date first above written, for the conduct of operation and administration of the **Savage Bluffs Association, Inc.**. When the Board of Directors is subsequently established and officers elected, the Developer shall perform a formal turnover of specifically defined authority, responsibilities, financial matters, properties and management control to the Board, such turnover to be completed within one year after Board is established.

DEVELOPER,

SAVAGE BLUFFS ASSOCIATION, INC. ORGANIZER


Roland Edward Monette


Theresa Agnes Monette

MONETTE-ANTHONY DEVELOPMENTS, LLC

EXHIBIT “A” - DESCRIPTION OF THE DEVELOPMENT

Following is the description of the “Development” governed by the Association subject to these Bylaws. The Development consists of:

Savage Bluffs Component

All that tract of land in the Savage Bluffs Subdivision in Grundy County, Tennessee, as shown on the Savage Bluffs subdivision survey by Kurt M. Johnson, RLS 1632, dated May 10, 2005 of record at Plat Cabinet 2, Page 475, as revised by Revision 10 of 24 January 2008 at Plat Cabinet 2, Page 503, Registers Office of Grundy County, TN, excepting that particular 52.62 +/- acre parcel shown on the subject survey plat as the Ranger East Tract.

Ranger East Tract – Contingent Component

That certain parcel of land in Grundy County, Tennessee known as the Ranger East Tract, as shown on the Savage Bluffs subdivision survey by Kurt M. Johnson, RLS 1632, dated May 10, 2005 of record at Plat Cabinet 2, Page 475, as revised by Revision 10 of 24 January 2008 at Plat Cabinet 2, Page 503, Registers Office of Grundy County, TN, containing 52.62 acres more or less. This tract is a *contingent component* of the greater Savage Bluffs Development until such time as Developer may formally declare it a platted tract of record within the Savage Bluffs Subdivision.

Wilderness Tract – Contingent Component

That certain parcel of land in Grundy County, Tennessee known as the Wilderness Tract, lying east of and adjacent to Lot RC11 of the Savage Bluffs Tract, containing 88 acres more or less. This tract is a *contingent component* of the greater Savage Bluffs Development until such time as Developer may formally declare it a platted tract of record within the Savage Bluffs Subdivision.

EXHIBIT “B” - COMMON PROPERTIES

Following are currently designated *Common Properties* within Savage Bluffs including the real property (owned and non-owned), facilities, equipments and other provisions for which the Association has the responsibility and obligation for management, operation and maintenance.

Category	Common Property Description	Comment
Real Property: Entry Corridor	Tract CT1: Savage Bluffs Woodland Entry Corridor into Savage Bluffs, as shown on the Savage Bluffs subdivision survey by Kurt M. Johnson, RLS 1632, dated May 10, 2005 of record at Plat Cabinet 2, Page 475, as revised by Revision 10 of 24 January 2008 at Plat Cabinet 2, Page 503, Registers Office of Grundy County, TN, containing 14.66 acres more or less.	<ul style="list-style-type: none"> ○ Savage Bluffs main entry gate system, access control & security monitoring, lighting, fire & emergency access. ○ Bronze Deer entry. ○ Mail Facility ○ Equipment & Storage Compound
Real Property: The Lodge	Tract CT2: The Lodge, as shown on the Savage Bluffs subdivision survey by Kurt M. Johnson, RLS 1632, dated May 10, 2005 of record at Plat Cabinet 2, Page 475, as revised by Revision 10 of 24 January 2008 at Plat Cabinet 2, Page 503, Registers Office of Grundy County, TN, containing 3.0 acres more or less.	Includes the 1200 sq ft indoor-outdoor club house structure, its 3.0 acre forested land tract with pond, all landscaping and ornamental shrubbery, walkways, fences, parking areas, lighting, security, aerator, irrigation, appliances, furniture, furnishings, decorations, signage, tools, equipments, kitchen items, and all other amenities provided for common use and enjoyment of this facility and its common grounds.
Real Property: Savage Leap	<ul style="list-style-type: none"> ○ Tract CT3: The Savage Leap, as shown on the Savage Bluffs subdivision survey by Kurt M. Johnson, RLS 1632, dated May 10, 2005 of record at Plat Cabinet 2, Page 475, as revised by Revision 10 of 24 January 2008 at Plat Cabinet 2, Page 503, Registers Office of Grundy County, TN, containing 4.0 acres more or less. 	Includes parking space, picnic facilities, safety precautions, signage, lighting and walking paths.
Primary Access Roads	<ul style="list-style-type: none"> ○ Savage Highland Drive ○ Boulder Lake Drive ○ North Rim Drive ○ Bobcat Hollow Road 	<p>All-weather, 40 foot wide right of way (ROW) roads providing primary motor vehicle access and main utilities through the subdivision.</p> <p>Includes all bridges, culverts and erosion control measures.</p>

<p>Secondary Access Roads</p>	<ul style="list-style-type: none"> ○ Dancing Fawn Road (40 foot ROW from Savage Highland Drive to Lot RR11 west line) ○ Wilderness Bridge Road (40 foot ROW from Savage Highland Drive to Ranger Creek bridge) ○ Un-named road (40 foot ROW from Savage Highland Drive to Lot SW1J north line) ○ Un-named road (40 foot ROW from Savage Highland Drive to Lot SW4B southeast corner) ○ Un-named road (40 foot ROW from Savage Highland Drive to Lot NW3D east line) ○ Un-named road (40 foot ROW from North Rim Drive to boundaries of Lots NW4B, NW4C and NW4D) ○ 	<p>All-weather roads, dead-end, serving ingress-egress to specific lots</p> <p>Includes all bridges, culverts and erosion control measures.</p>
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<p>Hiking Trail Easements</p>	<ul style="list-style-type: none"> ○ Upper Gorge Access Trail: 20 foot wide trail easement including trailhead and parking area at the eastern terminus of Dancing Fawn Road; then running southward astride the Lot RR11-SW8 boundary to Bobcat Creek north bank; then running eastward in the trail easement along and within Lot RR11 south boundary to Ranger Creek at the Ranger Overhang in the upper Ranger Gorge Preserve. ○ Lower Gorge Access Trail: 20 foot wide trail easement beginning at its Savage Highland Drive trailhead at Lot RR7-RR8 boundary; then running southeastward on the RR7-RR8 boundary to the bluff rim; then southeastward off the bluff rim into the Ranger Gorge Preserve and winding down the gorge slope to the Deep Gorge Trail along Ranger Creek. (This trail is a pending requirement). ○ Deep Gorge Trail: The winding trail complex within the Ranger Gorge Preserve beginning along Ranger Creek at the Upper Gorge Access Trail and running downstream along the Ranger Creek west bank to the point below Lot RR5 where Ranger Creek flows into the Savage Gulf State Natural Area. ○ Bobcat Creek Trail: 20 foot wide trail easement including trailhead at the eastern terminus of Bobcat Hollow Road at Lot RC1 west line; then running northward on the Lot RC1-SW8 boundary to Bobcat Creek; then across Bobcat Creek to join the Upper Gorge Access Trail. 	<p>Improved, natural surface, trails suitable for hiking only; cannot be accessed by any type vehicle.</p> <p>Includes paths, footbridges, shelters, safety provisions, signage, parking areas at trail heads.</p>
<p>Common lakes, ponds, water courses</p>	<p>Boulder Lake: The entire Boulder Lake surface area, with recreational water access from south end of Boulder Lake Dam. Excludes common access via any private lot boundaries along the lake.</p>	<p>For canoes, kayaks, and small non-motorized or electric-powered water craft only.</p>
<p>Jurisdictional “Waters of the State” water courses</p>	<p>Boulder Lake and dam Bobcat Lake and dam Wolf Lake and dam Bobcat Creek Wolf Creek Raines Creek Ranger Creek</p>	<p>Includes protection of water quality and aquatic life health. Includes operation and maintenance of aeration equipments in Bobcat, Boulder and Wolf Lakes and in the Lodge Pond during all seasonal conditions where aeration of those impoundments is needed for water quality preservation.</p>

<p>Ranger Gorge Preserve</p>	<ul style="list-style-type: none"> ○ The “forever wild” conservation area and wildlife sanctuary tract encompassing the Ranger Creek gorge east of the Ranger Rim (RR) lots and west of the Ranger East Tract. 	<p>Includes <i>Deep Gorge Trail</i> complex and facilities described in <i>Common Hiking Trail Easements</i> foregoing.</p>
<p>Other common properties</p>	<ul style="list-style-type: none"> ○ All ornamental shrubbery, fencing, rock work and other beautification features situated along all main access road ROWs and in all common areas. ○ All road signs, traffic control signs and other directional and informational signage erected along main and secondary access roads within the Subdivision. ○ Shoulder areas along Savage Bluffs frontage on Colony Road: for vegetation control, roadside trash and debris removal, and for general beautification and public presentation of the Savage Bluffs approach and main entry area. ○ All tools, vehicles, equipments, storage structures and other property that is owned, leased or on loan to SBA for operation and maintenance of Common Properties. ○ Postal house and postal cluster box units on Tract CT1. ○ Equipment and storage (fenced) yard in Tract CT1. 	

