

**VILLAS AT
SOUTHPOINTE
SUPPLEMENTAL ASSOCIATION
DECLARATION AND FENCING RESTRICTIONS**

THIS DECLARATION is made as of the ____ day of December, 2020, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation d/b/a Summit Homes (“**Developer**”).

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat which includes the following described lots (the “**Villas Lots**”):

Lots 71 through 80, SOUTHPOINTE, SECOND PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

Lots 119 through 142, SOUTHPOINTE, THIRD PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

WHEREAS, the Villas Lots are already subject to a certain recorded declaration for the Southpointe area and are obligated to pay assessments to the Master Association (defined below); and

WHEREAS, Developer, as the present owner and developer of the Villas Lots, desires to create and maintain a supplemental association (the “**Villas Association**”) for the purpose of providing the Villas Lots with certain services and placing restrictions as to fences and irrigation system;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the Villas Lots to the covenants, charges, assessments and easements hereinafter set forth.

ARTICLE I DEFINITIONS

For purposes of this Declaration, the following definitions shall apply:

- (a) “**Assessment**” means each monthly assessment, special assessment, service fee, and other amount levied by the Villas Association against a Villas Lot or otherwise payable by an Owner of a Villas Lot to the Villas Association in accordance with this Declaration.
- (b) “**Board**” means the Board of Directors of the Villas Association.
- (c) “**Declaration**” means this instrument, as the same may be amended, supplemented or modified from time to time.
- (d) “**Developer**” means Clayton Properties Group, Inc., a Tennessee corporation, and its successors and assigns.
- (e) “**Exempt Villas Lot**” means (i) any Villas Lot owned by the Developer, (ii) any Villas Lot owned by a homebuilder entity prior to the commencement of occupancy of a residence thereon as a residence, and (iii) any Villas Lot owned by any other party prior to the issuance of a certificate of occupancy (temporary or permanent) for the residence on such Villas Lot.
- (f) “**Master Association**” means Southpointe Homes Association, Inc., which has been formed as a Kansas non-profit corporation, for the purpose of serving as the master homes association for the overall area known as “Southpointe”, which area includes the Villas Area.
- (g) “**Master Association Declaration**” means the Amended and Restated Southpointe Declaration of Restrictions, Assessments, Covenants and Easements, as recorded with the Recording Office, as may be amended from time to time.
- (h) “**Owner**” means the record owner(s) of title to any Villas Lot, including the Developer.
- (i) “**Recording Office**” means the Office of the Register of Deeds of Johnson County, Kansas or such other governmental office in which deeds, deeds of trust and other instruments relating to real property in Johnson County, Kansas are to be recorded to give public notice thereof.
- (j) “**Turnover Date**” means the earlier of: (i) the date as of which all of the Villas Lots in the Villas Area (as then contemplated by the Developer) have been sold by the Developer to a third party other than a builder and the residences have been

constructed thereon, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

(k) **“Villas Area”** means collectively all of the above Villas Lots, and all additional property (if any) which hereafter may be made subject to this Declaration in the manner provided herein.

(l) **“Villas Association”** means the Kansas not-for-profit corporation to be formed by or for the Developer for the purpose of serving as the association for purposes of this Declaration.

(m) **“Villas Lot”** means each of Lots 71 through 80, Southpointe, Second Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, and Lots 119 through 142, South Pointe, Third Plat, and any other future Lot designated by the Developer as being a Villas Lot.

ARTICLE II **VILLAS ASSOCIATION MEMBERSHIP AND BOARD**

Until the Turnover Date, the Villas Association shall have two classes of membership, namely Class A and Class B. The Developer shall be the sole Class A member. Each Owner of a Villas Lot, including the Developer as an Owner, shall be a Class B member. Until the Turnover Date, all voting rights shall be held by the Class A member.

After the Turnover Date, there shall be only one class of membership which shall consist of the Owners of the Villas Lots in the Villas Area, and every such Owner shall be a member.

Where voting rights exist based on Villas Lot ownership, each member shall have one vote for each Villas Lot for which he or she is the Owner; provided, however, that when more than one person is an Owner of any particular Villas Lot, all such persons shall be members, and the one vote for such Villas Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Villas Lot.

To the extent permitted by law, during any period in which a member is in default in the payment of any Assessment levied by the Villas Association under this Declaration, the voting rights of such member shall be suspended until such Assessment has been paid in full.

Subject to the foregoing, the Board shall be the sole judge of the qualifications of each Owner to vote and to participate in its meetings and proceedings of the Villas Association.

The Board initially shall be the persons named as the initial directors pursuant to the provisions of the Articles of Incorporation of the Villas Association, or such other person or persons as may from time to time be substituted by the Developer. As soon as possible after the Turnover Date, the Developer shall hold a meeting of its members and the Owners shall elect directors to replace all of those directors earlier designated by the Developer. Notwithstanding

the foregoing, the Developer shall have the right at any time to waive its right to designate one or more directors or to vote in an election of directors.

To the fullest extent permitted by law, the Villas Association shall indemnify each officer and director of the Villas Association, each member of any committee, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each, an "**Indemnified Party**") against all expenses and liabilities, including, without limitation, reasonable attorneys' fees and settlement costs, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of the Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the Villas Association or member of any committee), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

ARTICLE III POWERS AND DUTIES OF THE VILLAS ASSOCIATION

3.1 In addition to the powers granted by other portions of this Declaration or by law but subject to all of the limitations set forth in this Declaration, the Villas Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

- (a) To maintain public liability, worker's compensation, fidelity, property coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Villas Association;
- (b) To levy the Assessments and other charges which are provided for in this Declaration and to take all steps necessary or appropriate to collect such Assessments and related charges;
- (c) To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer or other parties and the Villas Association and its members, and the sharing of the expenses associated therewith;
- (d) To have employees and otherwise engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Villas Association;

(e) In accordance with applicable law, to adopt reasonable rules, regulations, restrictions, policies, guidelines, and procedures, including, without limitation, the establishment and imposition of monetary fines, regarding the implementation of provisions set forth in this Declaration; and

(f) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Villas Association.

3.2 In addition to the duties required by other portions of this Declaration and by law, the Villas Association shall have the following duties and obligations with respect to providing services to all Owners (subject to the Villas Association having adequate funds to pay the costs thereof):

(a) The Villas Association shall provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas only on all Villas Lots, and shall trim trees along the street on the Villas Lots, but such mandatory services shall not include the replanting or reseeding of sod or grass, the replacement of trees, the trimming of trees not located along the streets, the care or replacement of bushes, shrubbery, gardens or flowers, the care or replacement of foundation plantings or landscape beds, or the care of any areas which have been enclosed by an Owner with fencing or hedging or otherwise made inaccessible to the Villas Association (all of which excluded items shall be the responsibility of the applicable Owner).

(b) The Villas Association shall provide and pay for the costs of spring start-up, backflow testing, and winterization of lawn sprinkler systems on the Villas Lots that have been sodded, except that the Villas Association shall not be obligated to repair or replace any control panels or any part of the system, and the Villas Association shall not pay for any water or electricity used by the system (all of which excluded items shall be the responsibility of the applicable Owner).

(c) The Villas Association shall provide snow (but not ice) clearing for the driveways, front sidewalks from the driveways to the front porch and front porches (only a direct path to the door) on the Villas Lots, as soon as possible when the accumulation reaches two (2) inches or more and the snow has stopped. The Villas Association shall not be required to apply any salt, sand or chemical treatments to any such surfaces.

(d) The frequency of and the materials to be used in the performance of all such services shall be in the sole discretion of the Board of Directors and shall not be subject to the control of any Owner. In the event that the need for maintenance, care, repair, replacement, or extraordinary services by the Villas Association to any Villas Lot is caused by Owner modifications to the original design of a Villas Lot, the addition of improvements by the Owner, or through the willful or negligent act of any Owner, or of such Owner's agents, family, guests, tenants, invitees or contractors, the cost of such maintenance, care, repair, replacement, or extraordinary services not covered by insurance shall be added to and become a specific assessment, in addition to the monthly

assessment to which such Owner's Villas Lot is subject, and must be paid by or on behalf of the Owner within 30 days after written demand of payment is dispatched to the Owner from the Board of Directors, and shall be enforceable and secured by a lien as in the case of all other assessments.

3.3 The Board, in its discretion, may cause the Villas Association to provide other services for the Villas Lots that are not part of the required services described above. The Board shall have the right to determine the scope and timing of the required and discretionary services to be provided by the Villas Association, and shall have the right (but not the obligation) to establish, maintain and expend reserve funds for the services to be provided by the Villas Association.

ARTICLE IV MONTHLY ASSESSMENTS

4.1 For the purpose of providing funds to enable the Villas Association to exercise the powers, render the services and perform the duties provided for herein, all Villas Lots in the Villas Area (other than Exempt Villas Lots) shall be subject to a monthly assessment to be paid to the Villas Association by the respective Owners thereof as provided in this Article IV. The amount of such monthly assessment per assessable Villas Lot shall be fixed periodically by the Board, subject to Section 4.2 below, and, until further action of the Board, shall be \$_____ per month. At the option of the Board, the monthly assessments may be billed and collected on a quarterly basis in advance.

4.2 The rate of monthly assessment upon each assessable Villas Lot in the Villas Area may be increased as to and for each calendar year by the Board from time to time, without a vote of the members, by up to 20% over the rate of monthly assessment in effect for the preceding calendar year. Notwithstanding the foregoing limit on increases in assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of monthly assessment at an amount that will permit the Villas Association to perform its duties as specified in Section 3.2 of Article III above.

4.3 The monthly assessments provided for herein shall be based upon the calendar month (commencing in 2021) and shall be due and payable on the first day of each month; provided, however, that the first monthly assessment for each Villas Lot shall be due and payable only upon the Villas Lot ceasing to be an Exempt Villas Lot, and shall be prorated as of the date thereof. Notwithstanding any other provision of this Declaration to the contrary, no Villas Lot shall be entitled to receive any services to be provided by and through the Villas Association until such time as the first monthly assessment has been paid with respect to such Villas Lot.

ARTICLE V SPECIAL ASSESSMENTS

5.1 In addition to the monthly assessments provided for herein, the Board shall levy from time to time special assessments against each and every Villas Lot (other than Exempt

Villas Lots) in an equal amount that is sufficient, when aggregated with any funds voluntarily contributed or loaned by the Developer to the Villas Association or otherwise borrowed by the Villas Association, to enable the Villas Association (I) to perform its duties, as specified in Section 3.2 of Article III above, that require any expenditure during any period in an amount in excess of the general and applicable reserve funds of the Villas Association available therefor, or (II) to pay the costs of any emergency expenditures deemed necessary by the Board.

5.2 If any Owner (other than the Developer) commences a lawsuit or files a counterclaim or crossclaim against the Villas Association, the Board of Directors, or any committee, or any individual director, officer or committee member of the Villas Association, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Villas Association, Board of Directors, committee, or individual director, officer or committee member sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees and court costs. Such recovery right shall constitute a special assessment against the Owner and the Owner's Villas Lot.

5.3 Each special assessment shall be due and payable by the Owner of the Villas Lot upon the Villas Association giving written notice of the special assessment to the Owner of the Villas Lot, shall be a lien on the Villas Lot until paid in full, and shall be enforceable as provided in this Declaration.

ARTICLE VI DELINQUENT ASSESSMENTS

6.1 Each Assessment regarding a Villas Lot shall be a charge against the Owner and shall become automatically a lien in favor of the Villas Association on the Villas Lot against which it is levied as soon as the Assessment becomes due. Should any Owner fail to pay any Assessment with respect to the Owner's Villas Lot in full within 30 days after the due date thereof, then such Assessment shall be delinquent, the Owner shall be charged a late fee of the greater of \$25.00 or 5% of the unpaid amount, and the unpaid amount shall bear interest at the rate of 10% per annum, compounded monthly (or, if lower, the maximum rate permitted by law) from the delinquency date until paid, which late fee and interest shall become part of the delinquent Assessment and the lien on the Villas Lot. Should the Villas Association engage the services of an attorney to collect any Assessment hereunder, all costs of collecting such Assessment, including, without limitation, court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the Assessment being collected and the lien on the Villas Lot. Each Assessment, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the Owner(s) of the Villas Lot, jointly and severally, at the time when the Assessment became due.

6.2 All liens on any Lot for Assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first deed of trust now existing or which may hereafter be placed upon such Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such Assessments to the extent applicable to periods prior to the earlier of (i) the entry of the order allowing such

foreclosure (or, if no order is required, the holding of the foreclosure sale), or (ii) the execution of a deed in lieu thereof, but shall not release such Lot from liability for any Assessment applicable to periods thereafter. If the Owner or any creditor of the Owner (other than the applicable first deed of trust lender) subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full

6.3 Payment of a delinquent Assessment with respect to a Villas Lot may be enforced by judicial proceedings against the Owner personally and/or against the Villas Lot, including, without limitation, through lien foreclosure proceedings similar to a foreclosure under a deed of trust lien in any court having jurisdiction of suits for the enforcement of such liens. The Villas Association may file certificates of nonpayment of Assessments in the Recording Office, and/or the office of the Clerk of the District Court for Johnson County, Kansas, whenever any Assessment is delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Villas Association shall be entitled to collect from the Owner of the Villas Lot described therein a fee of \$200.00, which fee shall be added to the amount of the delinquent Assessment and the lien on the Villas Lot and which fee amount may be increased by the Board from time to time to reflect any reasonable increase in the cost of such certificate after December 31, 2022.

6.4 Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such period a lawsuit shall have been instituted for collection of the Assessment, in which case the lien shall continue until payment in full or sale of the property under the execution of judgment with respect to the lien.

6.5 To the extent permitted by law, the Villas Association may cease to provide any or all of the services to be provided by or through the Villas Association with respect to any Villas Lot during any period that the Villas Lot is delinquent on the payment of an Assessment due under this Declaration, and no such cessation of use privileges or services shall result in a reduction of any amount due from or in any credit or restitution due to the Owner before, during or after such cessation. No Owner may waive or otherwise avoid liability for any Assessment by declining any services provided through the Villas Association.

6.6 No claim of the Villas Association for Assessments and charges shall be subject to setoffs or counterclaims made by any Owner. To the extent permitted by law, each Owner hereby waives the benefit of any redemption, homestead and exemption laws now or hereafter in effect, with respect to the liens created pursuant to this Declaration.

6.7 Assessments shall run with the land, are necessary to continue the care, repair and maintenance of the Villas Lots, and are necessary for the continued provision of services. Accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

ARTICLE VII LIMITATION ON EXPENDITURES

Except for matters contemplated in Section 3.2 of Article III above, the Villas Association shall at no time expend more money within any one year than the total amount of the Assessments for that particular year, plus any surplus and applicable reserves which it may have on hand from prior years, plus any funds voluntarily contributed or loaned to the Villas Association by the Developer or otherwise borrowed by the Villas Association. Except for the obligation to repay loans made to the Villas Association and any contracts for maintenance or similar services, the Villas Association shall not have the power to enter into any contract which binds the Villas Association to pay for any obligation out of the Assessments for any future year. The Developer may (but shall have no obligation to) contribute or loan any funds to the Villas Association.

ARTICLE VIII **ADDITIONAL FENCING RESTRICTIONS**

8.1 No boundary fences shall be allowed upon any Villas Lot. Area fencing shall be allowed for pet use. The area allowed for fencing shall not exceed 550 square feet of yard space and be measured from the rear of the residence. No fence shall protrude past the back side corner of the house into a side yard. Fence height shall not exceed four feet in height. Any fence must have a minimum of a four foot gate for accessibility. Fencing materials must be black prefinished metal. Fencing style, location, and materials must be approved in advance by the Board. The monthly assessment may be increased for a Villas Lot with a fence, to cover the additional costs of trimming of the outside fence edges.

8.2 The Board reserves the right to approve or disapprove any fencing as to, but not limited to, lot conditions, materials, location, measurements or other contributing factors seen applicable by the Board.

8.3 In general, no fence can extend back further than twelve (12) feet from the furthest back corner of any deck as long as the deck does not protrude further than six (6) feet beyond any rear portion of the house or twelve (12) feet from the furthest rear corner of the house if the deck does not protrude past the furthest rear corner of the house (excluding stairway corners).

8.4 No maintenance shall be provided by the Villas Association within a fenced area. Owner shall maintain the fenced-in area. If any area is not maintained, the Villas Association has the right to maintain the area and the Owner shall pay for the upkeep at a rate of \$200.00 per service. Payment for the services is due and payable the first of the month following work. The Board may increase the foregoing \$200.00 amount from time to time as reasonably determined by it.

ARTICLE IX **MASTER ASSOCIATION**

In addition to being a member of the Villas Association and being bound by this Declaration, each Owner will also be a member of the Master Association and will be bound by, and the Owner's Villas Lot will be subject to, the Master Association Declaration (as it may be

amended and supplemented from time to time), as recorded with the Recording Office. Owners will be responsible for paying dues and assessments to the Master Association, as set forth in the Master Association Declaration.

ARTICLE X NOTICES

10.1 The Villas Association shall designate from time to time the place where payment of Assessments shall be made and other business in connection with the Villas Association may be transacted.

10.2 All notices required or permitted under this Declaration shall be deemed given if (i) deposited in the United States Mail, postage prepaid, and addressed to the Owner at the address of the Villas Lot or (ii) sent by electronic mail to the Owner at the electronic mail address last provided by the Owner to the Villas Association. Notice to one co-Owner shall constitute notice to all co-Owners.

ARTICLE XI EXTENSION OF VILLAS AREA

The Developer shall have, and expressly reserves, the right (but not the obligation), from time to time, to add to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any tract, street, park or right-of-way) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such additional property to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof.

ARTICLE XII AMENDMENT AND TERMINATION

12.1 This Declaration may be terminated, amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners of at least 60% of the Villas Lots within the Villas Area as then constituted and (b) if prior to the Turnover Date, the Developer. Notwithstanding the foregoing, no amendment adopted under this Section 12.1 may remove, revoke or modify any right or privilege of Developer under this Declaration at any time without the prior written consent of Developer.

12.2 Anything set forth in Section 12.1 of this Article to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend or change any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) any of the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Villas Association, or any successor or similar agencies thereto shall require such

action as a condition precedent to the approval by such agency of the Villas Area or any part of the Villas Area or any Villas Lot in the Villas Area, for federally-approved mortgage financing purposes under applicable programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Villas Area, (iii) the amendment is necessary to cause this Declaration to comply with any applicable law, (iv) in the opinion of the Developer, a typographical or factual error or omission needs to be corrected, (v) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the Villas Area or (vi) until December 31, 2025, to make any other amendment the Developer may determine to be appropriate. No such amendment by the Developer shall require the consent of any Owner or the Villas Association.

12.3 If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s) signing this Declaration on behalf of the Developer and the now-living descendants of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

ARTICLE XIII ASSIGNMENT

13.1 The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

13.2 The Villas Association shall have no right, without the written consent of the Developer, to assign, convey, or transfer all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

ARTICLE XIV COVENANTS RUNNING WITH THE LAND

14.1 All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of all subsequent grantees of all parts of the Villas Lots. By accepting a deed to any of the Villas Lots, each future grantee of any of the Villas Lots shall be deemed to have personally consented and agreed to the provisions of this Declaration as applied to the Villas Lot owned by such Owner. The provisions of this Declaration shall not benefit nor be enforceable by any creditor of the Villas Association (other than the Developer) in such capacity as a creditor.

14.2 No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation or default.

14.3 No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have.

ARTICLE XV **GOVERNING LAW AND SEVERABILITY**

15.1 This Declaration shall be governed by and construed in accordance with the laws of Kansas.

15.2 Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

THE DEVELOPER:

CLAYTON PROPERTIES GROUP, INC.

By: _____

Name: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 2020, before me, _____, a Notary Public in and for said State, personally appeared _____, to me personally known, who being by me duly sworn (or affirmed), did say that such individual is _____ of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, and that said instrument was signed and delivered in behalf of said corporation by authority of its Board of Directors and said person acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in said county and state on the day and year last above written.

My Commission Expires:

Signature of Notary Public in and for
said County and State

[SEAL]

Print Name: