

This instrument prepared by:
Thomas N. Jones & Associates
By: Thomas N. Jones, Attorney
357 Riverside Drive, Suite #1002
Franklin, TN 37064

**RESTATEMENT AND ADMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR CURITIBA PLATEAU LARGE LOT EASEMENT SUBDIVISION**

THIS RESTATEMENT AND ADMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CURITIBA PLATEAU LARGE LOT EASEMENT SUBDIVISION is made this 23 day of July, 2026, by A.C. Projects Real Estate, LLC, (the "Declarant"), a Tennessee limited liability company.

WITNESSETH:

WHEREAS, the Declarant is the Developer of a certain tract of real property in Williamson County, Tennessee, which real property is more particularly described in Exhibit "A", attached hereto, (the "Property") and made a part of by this reference; and

WHEREAS, the Declarant has caused to be prepared a Plat for the subdivision of said real property a large lots, subdivision known as **CURITIBA PLATEAU Large Lot Easement Subdivision**, (the "Development"); and

WHEREAS, for the benefit, interest and advantage of the Declarant and of each and every person or other entity presently owning or hereafter acquiring any interest in any of the afore described real property, certain covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of all of the same was established, fixed, set forth and declared as covenants running with the land on the 26th day of September, 2025 and recorded on October 1st, 2025 and being of record in Book 9839, Page 175 Register's Office of Williamson County, Tennessee; and

WHEREAS, the Declarant including with this instrument, do hereby grant and convey for the benefit of the lots described tract, as shown on the said Plat, a fifty-foot-wide nonexclusive easement for ingress, egress, and utilities known as Hunziker Lane along the said lots and the remaining property of Declarant as set forth and described in the attach Plat being recorded in Plat Book P87, Page 66, R.O.W.C. TN and a legal attach hereto as Exhibit B.

WHEREAS, the Declarant shall construct the gravel base for the road with any further improvement to the said road, shall be the responsibility of the said lot owners through the Home Owner Association being established at the time of these provisions. And each Lot Owner sharing equally in the cost thereof, said easement being for the benefit of the property described in Exhibit "A"; and

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the values and amenities in said Development, and to fulfill the foregoing objects, purposes and requirements, to create an entity, known as **CURITIBA PLATEAU Homeowner Association**, to which shall be delegated and assigned the powers of maintaining and administering Hunziker Lane, and to the managing of the affairs of the residential development, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has caused or will cause, to be incorporated under the laws of the State of Tennessee a non-profit corporation having as its original member the Declarant and future owners of one or more Lots within the Development and with the association being formed for the purpose of exercising the functions contain herein.

NOW, THEREFORE, the Declarant desire to modified, amend, restate, and adopts the following Restatement, Modification and Amendment of the Declaration of Covenants, Conditions and Restrictions along with the attach bylaws for **CURITIBA PLATEAU Large Lot Easement Subdivision**, (hereinafter referred to as the "Declaration").

In consideration of the foregoing premises, and the covenants, conditions, and restrictions and Bylaw hereinafter set forth, by the Declarant, this instrument shall replace and supersede the previous recorded instrument and be applicable to all, and each of the lots shown the said Plat, with the understand the property shall continue to be subject to (a) the enclosed covenants, conditions, restrictions, uses, limitations and obligations and (b) all easements, conditions, restrictions, etc., as set out herein or as shown on the Plat, (2) that said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the land and to the Declarant, its successors and assigns, the Association and any person or legal entity acquiring or owning any interest in any portion of said real property or any improvements thereon, and their Grantees, successors, heirs, executors, administrators, devisees and assigns; and (3) every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

ARTICLE I.

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. “Association” means **Curitiba Plateau Homeowners Association, Inc.**, a Tennessee nonprofit corporation, its successors and assigns. The Association is organized for the purpose of administering and enforcing this Declaration, maintaining Hunziker Lane and related improvements, collecting assessments, maintaining Association records, and performing the other duties assigned to it under this Declaration, its charter, and its bylaws.

Section 2. “Hunziker Lane” shall mean and refer to the private drive, non-exclusive ingress and egress and public utility easement and all of the improvements associated therewith maintained by the Association and designated on the recorded Plats of the Property as “Hunziker Lane” and being more particularly described on Exhibit “B” which is to service to property as shown on the Plat.

Section 3. “Declarant” shall mean A.C. Projects Real Estate, LLC, its successors, and assigns.

Section 4. “Declaration” shall mean the Restatement, Modification and Amended Declaration of Covenants, Conditions, and Restrictions, and any future supplementary declaration filed hereinafter, as the Declaration, continue from time to time, be amended in accordance with its terms.

Section 5. “Improvements” shall mean the structures, walls, pavement, plantings, and other additions built or placed on the Lots.

Section 6. “Lot” or “Lots” shall mean any lot shown on the recorded plats or plans of the Property and, regarding maintenance responsibilities of each Lot Owner, which shall include mowing and maintaining the grass within the Hunziker Lane easement.

Section 7. “Member” shall mean and refer to every Person who holds membership in the Association as either an owner of any of the property described in Exhibit A or the Declarant.

Section 8. “Owner” or “Lot Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation. The purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 9. “Person” shall mean an individual (natural person), firm, company, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 10. “Property” or “Development” shall mean all of that certain real property described in Exhibit “A”, attached, including the easement granted located on Tract 1, and such other

property as may hereinafter be brought within the jurisdiction of the Association and this Declaration pursuant to the provisions of Article XI.

Section 11. "Occupant" shall mean or refer to any Person or Persons in possession of a Lot or Residence other than a Lot Owner.

Section 12. "Subdivision Plat" or "Plats" shall mean the recorded plat of said subdivision recorded at the said Register's Office for Williamson County, Tennessee, of the property shown on Exhibit "A" attached, any amendments, revisions, or re-recordings thereto.

ARTICLE II. **THE PROPERTY**

Section 1. Property Continue Subject to Declaration. The Property shall be held, sold, conveyed, and used subject to the easements, restrictions, covenants and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title, or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

ARTICLE III. **THE ASSOCIATION**

Section 1. Members. Every Person who is a record owner of a fee or an undivided fee interest of any Lot shall be a Member of the Association; provided, however, that anyone who holds such interest merely as security for the performance of an obligation, shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for Membership.

Section 2. Control by Declarant. Declarant Control Period. Declarant shall control the Association during the Declarant Control Period. The "Declarant Control Period" shall end upon the earliest of: (a) Declarant's written transfer of control to the Members; (b) the date Declarant no longer owns any Lot in the Development; (c) the date all Lots have been conveyed to Owners other than Declarant and certificates of occupancy have been issued for all residences required to be constructed by Declarant or its builders; or (d) the date all subdivision bonds or other governmental completion guarantees for the Development have been fully released.

During the Declarant Control Period, Declarant may appoint and remove the directors and officers of the Association and may exercise the rights reserved to Declarant in this Declaration. After turnover, the Members shall elect the Board in accordance with the bylaws.

Section 3. Voting Rights. Each Lot shall be allocated one (1) vote in the Association. If more than one Person owns a Lot, the vote for that Lot shall be exercised as the co-owners determine, but no more than one vote may be cast for any Lot.

During the Declarant Control Period, Declarant shall have the voting and appointment rights reserved in this Declaration and the bylaws. After the Declarant Control Period expires, all Lots shall have equal voting rights unless this Declaration is amended in accordance with its terms.

Section 4. Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered an Owner of such Lot, and such individual or entity shall not be entitled to Membership in the Association or to cast a vote on any questions or matter affecting the administration of the Association.

Section 5. Voting. At every meeting of the Members, each of the Members shall have the right to cast their vote on each question. Subject to the Declarant's control and other rights set forth in this Declaration, the vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, the Association's Charter or By-Laws, or this Declaration, a different vote is required. In such case, such express provision shall govern and control. The vote of any Membership which is owned by more than one person may be exercised by any of them present at any meeting unless an objection or protest by a co-owner of such Membership is noted at such meeting. In the event all of the co-owners of any such Membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than fifteen (15) calendar days delinquent in any payment due the Association.

Section 6. Proxies. A Member may appoint any other Member or the Declarant, or any other person permitted by law or by the By-Laws, as his proxy. In no case may any Member, except the Declarant, cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by the law or by the By-Laws of the Association.

Section 7. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one (51%) percent of the total votes entitled to be cast with respect to any question shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.

ARTICLE IV.
GENERAL PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easements Rights Over Hunziker Lane. Declarant being the owner of the property where Hunziker Lane is located hereby grant every Lot Owner, their successor, heirs and assigns a right and easement of enjoyment, ingress and egress over and across Hunziker Lane, being described on Exhibit Attach hereto and incorporated herein by reference, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to this Declaration and the following specific provisions:

- (a) The right of the Association, as provided in this Declaration and in its Charter and/or By-Laws, to suspend any enjoyment rights of any Member;
- (b) The right of the Association, in accordance with this Declaration and its Charter and/or By-Laws to maintain the Hunziker Lane and any improvements thereon;
- (c) The right of the Association to protect, inspect, maintain, and repair Hunziker Lane;
- (d) The right of the Association to dedicate or transfer all or any part of Hunziker Lane to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by Members with intact voting rights comprising at least three fifths (3/5) of the votes of the Members of the Association, and the execution of a deed from the owner of the fifty-foot strip of land which the easement is located and has been recorded. This easement is further strictly limited to the use and enjoyment of the property described herein and cannot be used or expanded for the benefit of any other tract or partial of land without the approval of Williamson County, Tennessee Planning, who shall have sole and absolute discretion over the use of the said easement;
- (e) The ability and right of the Declarant or its assign, at its sole expense, to relocate, expand, modify, reduce, extend, or construct utility lines, storm sewers, sanitary sewers or service connections over the easement in order to serve the Property in

accordance with the rules and regulation of Williamson County, Tennessee and with their approval as needed.

Section 2. Easements for Utilities and Related Purposes. The Declarant and/or the Association are authorized and empowered to grant such licenses, easements and/or rights-of-way for water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or other common services to the Property over, under or upon the Property, as may be considered necessary, appropriate or desirable for the orderly maintenance, preservation of health, safety, convenience and/or welfare of the Owners and the Declarant.

Section 3. General Easement. The Declarant hereby reserves for itself and the Association the right and easement to along the easement or upon a Lot, as may be needed for repair, maintenance or construction on such Lot, or Hunziker Lane as shown the said plat for utilities purpose for so long as it doesn't substantially prevent the construction of improvement upon the said lot within the approved building envelopment.

ARTICLE V. MAINTENANCE AND REPAIR

Section 1. Association Road Maintenance. After the initial construction of the rock road foundation, the Association shall be responsible for any further improvement thereof, and shall maintain, repair, and replace Hunziker Lane and related future improvements serving the Lots, including pavement if three fifths (3/5) of the Lot Owners so elect, shoulders, drainage swales, culverts, erosion-control improvements, signage, and other improvements located within the Hunziker Lane easement for which no public authority or utility is responsible.

The cost of Association road maintenance shall be a common expense funded by assessments. If road damage is caused by a particular Owner, Occupant, contractor, invitee, or construction activity on a particular Lot, the Association may assess the reasonable cost of repair against that Lot as an individual assessment after notice and an opportunity to be heard, except in an emergency. The Association may maintain reasonable reserves for road repair and replacement.

Section 2. Construction Site Maintenance. During construction, the Owner and the Owner's contractors shall keep the Lot and affected portions of Hunziker Lane clean, maintain erosion-control measures, prevent sediment or debris from entering Hunziker Lane or adjoining Lots, avoid storing materials or equipment in Hunziker Lane, and promptly repair damage caused by construction traffic or activity.

Section 3. Individual Lot Owners. Each Lot Owner shall be responsible for the maintenance, the proper upkeep of his Lot and all improvements thereon, including, without limitation, all areas within easements. Grass, weeds, and vegetation shall be kept mowed and all debris shall be cleared (removed from Lot) at regular intervals (as reasonably required, but not to exceed thirty (30) calendar days in any circumstance) from each Lot so as to maintain same in a neat and attractive manner. **This provision shall not apply to any Lots owned by the Declarant.**

Further, each Owner shall keep their residence and all other improvements in a condition reasonably comparable to its condition when initially (newly) constructed. In the event that all or any portion of the residence or any other improvement is damaged or destroyed by fire, wind, or other casualty, then the Owner shall rebuild, repair, or reconstruct said residence or other improvement in a manner which will substantially restore same to its original (or better) condition or demolish the residence or improvement, at his discretion. Said, rebuilding, repairing, reconstruction, or demolition shall be completed within one (1) year of the occurrence of the casualty.

In the event the Owner of the Lot shall fail to comply with the terms and conditions of this Article in a manner reasonably satisfactory to the Board of Directors and in keeping with other Lots, the Declarant, in its sole discretion, or the Association, after approval of a majority vote of the Board of Directors, shall have the right but shall not be required, through agents and/or employees, to enter upon said Lot demolish the damaged improvements thereon. The costs thereof, together with reasonable interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as a continuing lien upon the subject Lot upon the recording of a notice of lien with the Office of the Register of Williamson County, Tennessee. The rights and remedies given to the Association by the Article of this Declaration dealing with assessments and non-payment thereof shall apply fully to the debt obligations, including reasonable interest and costs of collection, and the lien rights created in this Section. Likewise, the terms and conditions of said Article dealing with subordination and mortgage protection shall be fully applicable.

ARTICLE VI. **INSURANCE**

Section 1. Hunziker Lane. The Association shall maintain and keep in force such hazard, public liability, or other real or personal insurance as it shall deem necessary relating to the use of Hunziker Lane. Premiums for all insurance carried by the Association shall be a part of the expenses covered by the annual assessments of the Association.

Section 2. Intentionally Omitted.

Section 3. Other Insurance. The Association shall also obtain such other insurance as the Board of Directors deems desirable, in such amounts and from such sources and in such forms as they deem appropriate, insuring any property owned and / or maintained by the Association and insuring each member of the Board and each officer of the Association, and each member of any committee appointed pursuant to this Declaration or the By-Laws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee (Directors and Officers Insurance). The premiums for such insurance and bonds shall be a common expense of the Association.

Officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the act or omission constitutes gross negligence or willful misconduct. If a Director or Officer of the Association prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay such Director or Officer all reasonable legal fees incurred in defending such legal action (unless paid by insurance or other means). Such legal fees shall become an assessment charged to such Lot Owner's Lot until paid or otherwise discharged.

ARTICLE VII **ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the assessments provided in this Article for his, her, or their proportional of cost pertaining to the road. Said assessments shall be fixed, established and collected from time to time as herein provided. All such assessments, together with such reasonable interest thereon and costs of collection thereof, including reasonable attorney's fees, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with reasonable interest thereon and cost of collection thereof, shall also be a personal obligation of the Owner of such lot at the time when the assessment becomes due.

Section 2. Working Capital Assessment. Each Owner, other than Declarant, shall pay a one-time working capital assessment of One Thousand and No/100 Dollars (\$1,000.00) to the Association at the closing of the first transfer of a Lot to an Owner for residential use, unless waived in writing by Declarant during the Declarant Control Period or by the Board thereafter. The working capital assessment shall be held for Association operating expenses, road maintenance, reserves, insurance, and related Association purposes.

Section 3. Annual Assessments. The initial annual assessment shall be One Thousand and No/100 Dollars (\$1,000.00) per Lot. Annual assessments shall fund the Association's common expenses,

including road maintenance, insurance, reserves, management, legal and accounting fees, taxes, if any, and other expenses authorized by this Declaration or the bylaws. Annual assessments shall be uniform among Lots subject to assessment unless this Declaration expressly provides otherwise.

Section 4. Special and Emergency Assessments. The Association may levy special assessments for capital repairs, replacement, uninsured losses, or other extraordinary Association expenses, subject to the approval requirements in this Declaration or the bylaws. The Board may levy emergency assessments without prior Member approval when necessary to address an immediate threat to health, safety, access, drainage, or Association property.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3(g) & 4. Written notice of any meeting called for the purpose of taking any action authorized under Article VII Section 2 (g) and Article VII Section 3 above shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one (51%) of all votes of the Membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement and the quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 6. Emergency Assessments. In the event of any emergency situation, condition, or occurrence affecting the life, health, safety or welfare of the Members or the property of the Members, the Board of Directors may declare an emergency assessment in such amount and payable at such time as the Board, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be prorated among the Members on the same basis as the annual assessments. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

Section 7. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid when due, shall be delinquent and shall, together with reasonable interest thereon, any fines or late fees, all as determined by the Board of Directors in their sole and absolute discretion and the cost of collection thereof including reasonable attorneys' fees, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. In order to evidence said lien, a notice of lien setting forth the amount of the indebtedness, the Owner's name, and a description of the Lot shall be recorded with the Office of the Register of Williamson County, Tennessee. However, a failure to record or a delay in recording any such notice of lien shall not operate as a waiver of said lien. The personal obligation of the Member to pay such assessment

shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) calendar days after it is due may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee and may, in addition, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the said Board may fix. The Association may bring an action of law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots. In either event, the Association may collect from the Member reasonable interest, costs, penalties, late charges, fines, and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Property or abandonment of his lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Owner irrevocably grants the Board of Directors of the Association the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale conforms with Sections nine (9) and ten (10) of this Article. The Association is hereby authorized to take any and all courses of action available to it for collection of the assessment which the laws of the State of Tennessee allow. Any such sale shall be made after first advertising the sale of said property for twenty-one (21) calendar days by three (3) weekly publications in some newspaper in the County of Williamson, State of Tennessee, giving notice of the time and place of such sale. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, statutory right of redemption, marital rights, homestead, and dower and all other exemptions, all of which are expressly waived by the Owners; and any such sale and the lien enforced thereby shall take precedence over any all other liens of every nature against the Lot except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust described in Section Nine (9) of this Article. The proceeds of any such sale, whether under the power of sale or foreclosure suit, shall be applied first to the payment of the expenses protecting the Property and the expenses of litigation, attorneys' fees, and sale commission; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust as described above; and third, to the payment of all amounts due the Association under the terms of the Declaration and By-Laws; and the balance, if any, to the Owner whose Lot is sold, and his assigns. Upon any default in the payment of the assessment, the Board of Directors shall have the right to all rents, issues, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as the mortgage entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors or an Owner, pursuant to any terms, provisions and covenants and conditions of the Declaration and By-Laws, shall be deemed to be cumulative, and the exercise of one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration and the By-Laws at law or in equity.

Section 8. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 9. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on a Lot; and
- (b) The liens of any deeds of trust or mortgage instruments duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Association reflecting that payments on said lien were current as of the date of recording of said deed of trust or mortgage instrument.

Section 10. Subordination and Deed of Trust/Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by, and recorded first deed of trust or mortgage (meaning a lien with priority over all other liens), if such deed of trust or mortgage is made in good faith and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Owners, including the mortgaged units. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Said lien, if any, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such deed of trust or mortgage (or the indebtedness secured thereby) recorded prior to recordation of such

amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 11. Additional Default. Any recorded first deed of trust or mortgage secured by a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such deed of trust or mortgage (or the indebtedness secured thereby), but failure to include such a provision in any such instrument shall not affect the validity of priority thereof, and the protection extended to the holder of such instrument (or the indebtedness secured thereby) elsewhere in this Article shall not be altered, modified, or diminished by reason of such failure.

ARTICLE VIII. **ARCHITECTURAL CONTROL**

Section 1. Architectural Review Committee. During the Declarant Control Period, Declarant may serve as, appoint, or remove the Architectural Review Committee. After the Declarant Control Period, the Board shall serve as the Architectural Review Committee or may appoint a committee of not fewer than three (3) members.

Section 2. Approval Required. Except for improvements constructed or installed by Declarant, no residence, accessory structure, fence, driveway, pool, wall, grading change, exterior alteration, landscaping plan, or other improvement shall be commenced, erected, placed, altered, or maintained on any Lot without prior written approval of the Architectural Review Committee.

Section 3. Submittals and Deemed Approval. An Owner shall submit site plans, floor plans, exterior elevations, exterior materials and colors, grading and drainage plans, driveway plans, landscape plans, and any other information reasonably required by the Architectural Review Committee. If the Architectural Review Committee fails to approve, approve with conditions, or disapprove a complete submittal within sixty (60) days after receipt, the submittal shall be deemed approved, but only to the extent it otherwise complies with this Declaration, the recorded plat, and applicable law.

ARTICLE IX. **CONSTRUCTION OF RESIDENCE**

Section 1. Construction Standards. All construction shall be performed by properly licensed contractors in compliance with applicable permits, codes, approvals, the recorded plat, and this Declaration.

Section 2. Completion. Once construction of a residence is commenced, the Owner shall diligently pursue the work and substantially complete construction within eighteen (18) months after commencement, unless the Architectural Review Committee grants a written extension for good cause.

The terms and conditions of this Section, including, without limitation, the time period set forth for completion of construction, shall apply fully to any subsequent purchasers of any Lot.

Section 3. Pre-Existing Soil Conditions. Hunziker Large Lot Easement Subdivision may be on filled or partially filled land. The Declarant makes no representation as to this development being on undisturbed ground. Declarant shall not be responsible nor liable for any claims of any kind or character regarding fill material or underground conditions of any nature within this development that existed prior to the construction of this subdivision or planned development.

Section 4. Subordination and Mortgage Protection. The subordination and mortgage protection provisions of the Article of this Declaration dealing with assessments and non-payment thereof shall be fully applicable to all the rights and remedies of the Declarant created by this Article.

ARTICLE X.

RESTRICTIVE COVENANTS

Section 1. Land use and Building Type. No Lot shall be used except for single-family residential purposes and uses customarily incidental to single-family residential use, except for uses expressly reserved to Declarant during the Declarant Control Period.

No Lot shall be subdivided, re-subdivided, or combined with another tract for development purposes without the prior written approval of Declarant during the Declarant Control Period or, thereafter, the prior written approval of all Lot Owners and any governmental approval required by law.

The minimum heated and cooled finished living area of the primary residence on each Lot shall be four thousand (4,000) square feet, exclusive of open porches, unfinished areas, basements not finished as living area, and attached or detached garages. Any residence must also comply with applicable zoning, building codes, septic approvals, and the recorded plat.

Section 2. Easements. In addition to and without limitation of any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved and the Property and each individual Lot thereon is hereby made subject to the following restrictions.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within those easements no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner except for those improvements for which a public authority or utility company is responsible.

(b) Easements are reserved as shown on any Plat and as otherwise shown by the public records for the purpose of permitting underground wires of cables of public utilities including, without limitation, electric, telephone, and cable television.

(c) Each Lot Owner shall be required to grant such easements upon the Lot as are necessary to serve the Property for water, sewer, telephone, gas, electricity, storm drainage, and any other utility that the Declarant, in its sole discretion, deems necessary for the proper development of the Property, for the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above, or below any Lot; provided however, no Lot Owner shall be required to grant any easement that which would constitute an unreasonable interference with the use and enjoyment of their Lot. Any easement granted hereby shall impose on the grantee of said easement the obligation to (i) maintain said easement so that the use thereof will not unreasonably interfere with the use and enjoyment of any Lot and (ii) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as is reasonably practicable to its original condition.

(d) Until completion of Declarant's intended development of the Property, an easement is reserved to the Declarant for ingress and egress generally across the Property including any Lot at reasonable places for the purpose of completing the Declarant's intended development of the Property, provided that said easement shall be reasonable and shall not prevent the construction of improvements on a Lot nor the reasonable use and enjoyment of a Lot by a Lot Owner.

(e) A permanent easement is reserved to the Declarant to enter Hunziker Lane and any Lot owned by Declarant to maintain thereon such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the maintenance or development of the Property by the Declarant including, without limitation, a business office, sales office, storage area, construction yards, signs, and model homes.

(f) An easement is granted and reserved to the Declarant and the Association, their officers, agents, employees, including employees of any management company having a contract with the Association to perform the duties of maintenance and repair of Hunziker Lane, to maintain any utilities for which an easement has been granted and to prevent damage to Hunziker Lane or any Lot or structure situated thereon.

(g) Each Lot and Hunziker Lane shall be subject to and there is hereby reserved an easement for encroachment created by construction, settling, shifting, engineering or surveying errors, or overhangs for all buildings or other improvements constructed by the Declarant, its agents, contractors, or employees, and any maintenance, repair, correction, or alteration of same.

Section 3. Building Location. The location of any building constructed shall be in accordance with the Williamson County, Tennessee subdivision and zoning regulations. However, in no case shall a building be located nearer than the minimum building setback from any street in the subdivision. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, providing however, that this provision shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 4. Business Use. No trade or business may be conducted in or from any Lot except that an Owner or occupant of a Lot may conduct business activities within the Lot so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell or vibration from outside the Lot; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside on the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offense use, or threaten the security or safety of other residents of the Properties, as may be determined by the Association in its sole discretion. The terms "business" and "trade," as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which includes the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration.

Section 5. Fences. No wire fence shall be constructed or erected on any Lot unless the design and location thereof have been approved by the Declarant or.

Section 6. Garbage and Refuse Disposal. No Lot nor any part of Hunziker Lane shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a

clean, sanitary, and workmanlike condition and shall be screened from view of neighbors and the public.

Section 7. Gardening, Pets, Livestock and Animals. Vegetable gardening will be allowed. Domestic animals, livestock, fowl or poultry, may be kept on any lot, so long as the animals does not create a nuisance as to other property owner.

Section 8. Leasing. No Lot or residence may be purchased primarily for leasing or short-term rental use. An Owner may lease a residence only after the Owner, or a permitted family member or controlled entity treated as the Owner for this Section, has continuously occupied the residence for at least two (2) years, unless the Board grants a written hardship exception.

All leases must be in writing, must be for the entire residence, must have a minimum term of one (1) year, and must require the tenant and all occupants to comply with this Declaration, the bylaws, and Association rules. Short-term rentals, transient occupancy, room rentals, and fractional leasing are prohibited. The Board may adopt reasonable lease-registration rules and may assess fines or costs for leasing violations.

Section 9. Intentionally Omitted.

Section 10. Intentionally Omitted.

Section 11. Intentionally Omitted.

Section 12. Lot Grading and Drainage. Each Lot owner is prohibited from obstructing the free flow of storm or irrigation water drainage, or diverting or changing any such drainage pattern in any manner which may result in damage, ponding of water, or inconvenience to any other Lot, or Hunziker Lane,

Section 13. Lot Maintenance. In the event any Lot Owner shall fail to maintain their Lot in a manner consistent with the approval by a vote of its Board of Directors, shall have the right but not the obligation, through its agents and employees, to enter upon said lot to cut the undergrowth.

Any costs, including reasonable attorney's fees and other costs of collection, incurred by the Association in making any such repair, maintenance, shall be added to and become part of assessment to which the Lot is subject.

Section 14. Intentionally Omitted.

Section 15. Membership. Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a

Lot. Each Owner shall be subject to this Declaration, the Association bylaws, and properly adopted rules and regulations. Any reference in this Declaration to "Hunziker Homeowners Association" shall mean Curitiba Plateau Homeowners Association, Inc.

Section 16. Intentionally Omitted.

Section 17. Nuisances. No noxious or offensive activity, whether legal or not, shall be carried on upon or in any Lot, or any of the Property, or any public or private streets or alleys shown on the Plat nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as defined and determined, in their sole and absolute discretion, by the Declarant and / or the Association.

Section 18. Intentionally Omitted.

Section 19. Intentionally Omitted.

Section 20. Satellite Dishes and Antennas. Satellite dishes, antennas, and similar reception devices shall comply with applicable federal and state law. To the extent permitted by law, the Association may require reasonable screening, rear-yard or side-yard placement, and installation methods that minimize visibility from Hunziker Lane and neighboring Lots, provided such requirements do not unreasonably delay installation, unreasonably increase cost, or impair reception.

Section 21. Signs. Except for signs provided by the Declarant, no signs billboards, unsightly objects, or nuisances of any kind shall be erected, placed, displayed, or permitted to remain on any Lot except Committee approved, professionally lettered builder's or realtor's signs not exceeding 24" x 30" in size. Lot Owners may only display one such sign at a time. No signs may be placed in the Common Area except by Declarant.

Section 22. Intentionally Omitted.

Section 23. Intentionally Omitted.

Section 24. Swimming Pools. No above ground swimming pools shall be allowed in this development.

Section 25. Subdivision Conditions. The approved conditions of Hunziker Large Lot Easement Subdivision as shown on the recorded Plat are incorporated into this document by this reference.

Section 26. Temporary and Incomplete Structures. No temporary structure or incomplete structure may be used on the Property at any time, temporarily or permanently as a residence. Likewise, no

tent, shack, outbuilding, barn, shed, camper, mobile home, motor home, basement, or dwelling not substantially completed may be used as a residence, temporarily or permanently; provided however, that this restriction shall not serve to prohibit the Declarant from maintaining temporary structures for the purposes of a sales office, construction office, and / or storage facility during the period of development and construction of the Property.

Section 27. Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles or any kind in disrepair may not be kept or parked on the Property or any public or private street or alley in the Development.

Vehicles may not be assembled, disassembled or serviced on the Property on any public or private street or alley in the Development unless completely hidden from public view.

No commercial vehicle or trailer of any type may be parked on Hunziker Lane or on any Lot or in the public or private streets in the Development excepting third party company vehicles on a Lot conducting work for the Owner.

This provision shall not apply to the Declarant and any company hired by Declarant to conduct work within the Property.

Section 27. Intentionally Omitted.

Section 28. Window Air Conditioning/ Heating Units. No window mounted air conditioning or heating units shall be allowed in this subdivision.

Section 29. Storage Tanks and Related Equipment. No above ground tanks or receptacles shall be permitted for the storage of fuel, propane, water, or any other substance. Any such tanks shall be located in the rear yard of the residence and installed at grade and below ground. All equipment required to accompany any such storage tank or receptacle shall be located in the rear yard of the residence and shall be concealed from view of neighboring Lots and roadways.

Section 30. Supplemental Restrictions. During the Declarant Control Period, Declarant may at its sole discretion record supplemental restrictions applicable to one or more Lots to address lot-specific site conditions, architectural standards, utility or drainage matters, governmental requirements, or other development matters, provided that no supplemental restriction may materially and adversely burden a Lot already conveyed to an Owner without that Owner's written consent, except as required by law, governmental authority, lender requirement, or title requirement.

Section 31. Intentionally Omitted.

Section 32. Declarant Facilities and Construction Activity. During the Declarant Control Period, Declarant may maintain reasonable sales, construction, storage, signage, model-home, and management facilities on Lots or other portions of the Property owned or controlled by Declarant, provided such use is reasonably related to development, marketing, construction, or management of the Property.

Each Owner acknowledges that development and construction activity may occur within the Property during the Declarant Control Period and may involve construction traffic, paving, grading, utility installation, landscaping, and related activities. Declarant and its builders shall conduct such activities in a commercially reasonable manner and in compliance with applicable governmental requirements. Nothing in this Section shall prohibit an Owner from communicating with governmental authorities, insurers, lenders, title companies, or legal counsel regarding safety, access, permitting, drainage, or legal rights.

Section 33. No Violations. There shall be no violation of any rules which may from time to time be adopted by the Declarant or the Board of Directors for the operation and use of the Property and promulgated among the membership by them in writing. The Declarant and the Board of Directors is hereby authorized to adopt such rules including the levying of fines for violations of these covenants and restrictions.

Section 34. Enforcement. Declarant, during the Declarant Control Period, and thereafter the Association, may enforce this Declaration by notice, fines, suspension of privileges to the extent permitted by law, legal or equitable proceedings, and recovery of costs and reasonable attorney's fees.

Except in an emergency, the enforcing party shall give written notice of the violation and at least fifteen (15) days to begin reasonable corrective action. If the violation is not timely corrected, the Association may impose reasonable fines after notice and an opportunity to be heard, and may perform corrective work on the Lot if reasonably necessary to protect Hunziker Lane, drainage, utilities, Association property, or neighboring Lots. No entry into a dwelling shall occur without the Owner's consent or a court order. Costs, fines, interest, and reasonable attorney's fees may be assessed against the Lot and collected as an individual assessment and lien to the extent permitted by this Declaration and applicable law.

ARTICLE XI.

MISCELLANEOUS GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of the Declarant, the Association, and the Owners

of any real estate subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and shall remain in effect until **January 1, 2055**, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods often (10) years each, unless an instrument signed by eighty-three percent (83%) of the then Owners of the Lots, in accordance with the voting rights set forth herein, has been recorded, agreeing to change said covenants and restrictions in whole or in part. Any amendment hereto must be properly recorded to be effective.

This Declaration may be amended by the vote or written consent required under this Declaration and applicable law. During the Declarant Control Period, Declarant may unilaterally amend this Declaration to correct typographical errors, resolve ambiguities, conform to governmental or lender requirements, satisfy title or plat requirements, or clarify Declarant's original development intent, provided that no such unilateral amendment materially and adversely changes the use rights or financial obligations of a Lot already conveyed to an Owner unless required by law or approved by that Owner.

Section 2. *Intentionally Omitted.*

Section 3. *Intentionally Omitted.*

Section 4. **Assignment of Declarant's Rights.** Notwithstanding any provision in this Declaration or any related document to the contrary, Declarant may, by written instrument, assign in whole or in part any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole or in part, exclusively or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

Neither the Declarant, the Builders, nor the Association shall have any obligation to relocate, prune or thin trees or perform other landscaping. The Association (with respect to road easement) will have the right to add or remove trees or other landscaping from time to time. There shall be no express or implied easements for view purposes or for the passage of light and air.

Section 5. *Intentionally Omitted.*

Section 6. *Intentionally Omitted.*

Section 7. **Hold Harmless and Owners' Responsibility.** Each Owner, recognizing and accepting that certain risks are inherent in developing and constructing a subdivision, the building of houses, in activities in and about lakes and silt/ sediment basins, swimming pools, and in other aspects of subdivision construction, homebuilding, and recreation, does upon taking title to a Lot, indemnify and hold harmless (1) the Declarant, (2) the Builders, (3) the Association and its Board Members,

Directors, and Officers (4) any other entity managing or supervising the aforesaid activities which is owned and/or controlled or employed by the Declarant, the Builders, by the Association or by some or all of the Members, and (5) their directors, officers and employees, from any and all losses, liabilities, or damages which said Owner, and without limitation, his family, tenants, friends, guests, and invitees may sustain resulting from the acts, and/or omissions of said entities, except for their gross negligence. Further, said Owner shall be fully responsible for any and all losses or damages which might be caused by himself, and without limitation, his family, tenants, friends, guests, and invitees.

Section 8. Intentionally Omitted.

Section 9. Intentionally Omitted.

Section 10. Interest and Late Charges. Any amount due to the Association, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors of the Association, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of said Board, be subject to such penalty or "late charges" as said Board may fix.

Section 11. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

Section 12. Headings. All headings appearing herein are for convenience only and shall be disregarded in construing the substantive provisions hereof.

Section 13. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 14. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 15. Gender, etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 16. Superseding Effect. Should there be any conflict between any of the provisions of this Declaration and the terms and conditions of the protective covenants shown on the Plat previously filed, then the terms and conditions contained in this Declaration shall supersede and control.

Section 17. Days. All days referenced in this Declaration are calendar days unless otherwise stated.

[SIGNATURE PAGE(S) TO FOLLOW]

In witness whereof, the undersigned has caused to be signed by the officers duly authorized so to do the day and year first above written.

A.C. PROJECTS REAL ESTATE, LLC

A Tennessee limited liability company

By: [Signature]

Name: Don Chapdelaine

Title: Manager A.C. Projects
Real Estate LLC

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared Don Chapdelaine, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Manager of **A.C. PROJECTS REAL ESTATE, LLC**, a Tennessee limited liability company, the within named bargainor, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this 23 day of July, ~~September~~, 2025. 2026 [Signature]

NOTARY PUBLIC [Signature]

My Commission Expires: 9-21-26

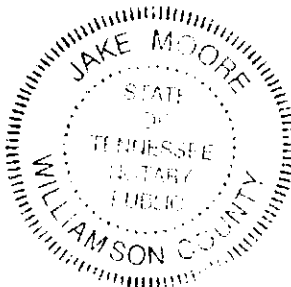


EXHIBIT "A"
(Legal description)

EXHIBIT A

BEING A TRACT OF LAND AS SHOWN ON PROPERTY MAP 69, ASSESSOR'S OFFICE AND LYING WHOLLY WITHIN THE 1st CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE. BOUNDED IN GENERAL BY AC PROJECTS, INC. 15.01 ACRE TRACT ON THE SOUTH; WILLIAM RALPH JONES ON THE WEST; VINCENT CALCOTE AND GREGORY SKELTON ON THE NORTH; KEVIN S. PINE, DERRICK B. COGGIN, TRACT 2 OF JOAN M. REIMER SUBDIVISION, ROGER GULLEY, CARSON TIPPITT GULLEY, AND THOMAS V. BATES ON THE EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS BASED ON TENNESSEE STATE PLANE COORDINATES.

COMMENCING AT A ½" IRON PIN SET (N:586951.31 E:1620642.01) ON THE NORTH SIDE OF STATE HIGHWAY 100 (FAIRVIEW BOULEVARD) (33' FROM THE CENTER), BEING THE SOUTHEAST CORNER OF WILLIAM RALPH JONES (REF. DEED BOOK 241 PAGE 946 R.O.W.C. – PROPERTY MAP 69 PARCEL 5); THENCE WITH JONES' EAST LINES AND A FENCE N09°35'45"E PASSING AN EXISTING ½" IRON PIN "XCEL" AT 5.00', IN ALL 414.75' TO WOOD FENCE POST; THENCE N09°19'06"E 716.73' TO A WOOD FENCE POST; THENCE N09°31'19"W 216.20' TO A ½" IRON PIN SET IN A FENCE, THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUING WITH JONES' EAST LINE N09°31'19"W 2014.50' TO AN EXISTING 5/8" IRON PIN, BEING A SOUTHERLY CORNER OF VINCENT CALCOTE (REF. DEED BOOK 3351 PAGE 709 R.O.W.C. – PROPERTY MAP 46 PARCEL 36); THENCE WITH CALCOTE'S SOUTH LINES S79°51'34"E 149.80' TO A WOOD FENCE POST; THENCE S82°36'19"E 88.79' TO A ½" IRON PIN SET, BEING THE SOUTHWEST CORNER OF GREGORY SKELTON (REF. DEED BOOK 912 PAGE 392 R.O.W.C. – PROPERTY MAP 46 PARCEL 36.01); THENCE WITH SKELTON'S SOUTH LINE S82°26'58"E 573.85' TO AN EXISTING ½" IRON PIN "XCEL" ON THE EAST SIDE OF WALKER BRANCH AND ON THE WEST SIDE OF WALKER ROAD, BEING IN THE WEST LINE OF KEVIN S. PINE (REF. DEED BOOK 1957 PAGE 380 R.O.W.C. – PROPERTY MAP 46 PARCEL 44.05); THENCE WITH PINE'S WEST LINE S08°55'01"W 710.18' TO A 36" POPLAR, BEING THE NORTHWEST CORNER OF DERRICK B. COGGIN (REF. DEED BOOK 6848 PAGE 679 R.O.W.C. – PROPERTY MAP 69 PARCEL 11.05); THENCE WITH COGGIN'S WEST LINES S32°33'23"W 128.68' TO AN 18" PERSIMMON; THENCE S14°39'52"E 242.94' TO AN EXISTING 5/8" IRON PIN, BEING THE NORTHWEST CORNER OF TRACT 2 OF THE JOAN M.

REIMER SUBDIVISION (REF. PLAT BOOK 13 PAGE 4 R.O.W.C. – PROPERTY MAP 69 PARCEL 11.08); THENCE WITH TRACT 2'S WEST LINE S14°30'57"E 265.71' TO AN EXISTING 5/8" IRON PIN, BEING THE NORTHWEST CORNER OF ROGER GULLEY (REF. DEED BOOK 3134 PAGE 150 R.O.W.C. – PROPERTY MAP 69 PARCEL 11.06); THENCE WITH GULLEY'S WEST LINE S14°25'53"E 236.48' TO AN EXISTING ½" IRON PIN, BEING THE NORTHWEST CORNER OF CARSON TIPPITT GULLEY (REF. DEED BOOK 5482 PAGE 434 R.O.W.C. – PROPERTY MAP 69 PARCEL 11.02); THENCE WITH GULLEY'S WEST LINE S14°34'29"E 245.48' TO AN EXISTING ½" IRON PIN, BEING THE NORTHWEST CORNER OF CARSON TIPPITT GULLEY (REF. DEED BOOK 5482 PAGE 434 R.O.W.C. – PROPERTY MAP 69 PARCEL 11.04); THENCE WITH GULLEY'S WEST LINE S16°13'12"E 157.59' TO AN EXISTING ½" IRON PIN, BEING THE NORTHWEST CORNER OF THOMAS V. BATES (REF. DEED BOOK 7882 PAGE 845 R.O.W.C. – PROPERTY MAP 69 PARCEL 11); THENCE WITH BATES' WEST LINES S14°23'35"E 224.44' TO AN EXISTING ½" IRON PIN "XCEL"; THENCE S80°14'24"W 59.52' TO EXISTING ½" IRON PIN "XCEL"; THENCE S04°44'15"W 126.50' TO A ½" IRON PIN SET; THENCE SEVERING AC PROJECTS, INC. REF. DEED BOOK 8921 PAGE 133 R.O.W.C. – PROPERTY MAP 69 PARCEL 7) WITH SIX NEW LINES N85°14'55"W 63.51' TO A ½" IRON PIN SET; THENCE N49°08'43"W 62.83' TO A ½" IRON PIN SET; THENCE N37°24'09"W 136.61' TO A ½" IRON PIN SET; THENCE N66°30'54"W 96.35' TO A ½" IRON PIN SET; THENCE N29°22'44"W 241.80' TO A ½" IRON PIN SET; THENCE S88°44'48"W 170.59' TO THE TRUE POINT OF BEGINNING, CONTAINING 28.27 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY WILLIAM BRODIE DONEGAN, R.L.S. #3370, 7376 WALKER ROAD, FAIRVIEW, TENNESSEE 37062, AND DATED SEPTEMBER 27, 2023.

Being a portion of the same property conveyed to A.C. Projects Real Estate, LLC, a Tennessee limited liability company by Deed dated February 27, 2025 from AC Projects, Inc., a Tennessee corporation and being of record in Book 9671, Page 327, Register's Office of Williamson County, Tennessee and as corrected by Correction Deed dated September 30, 2025 and being of record in Book 9839, Page 29, Register's Office of Williamson County, Tennessee.

EXHIBIT B

IN FAVOR OF THE PROPERTY DESCRIBED ON EXHIBIT A IS A 50' INGRESS-EGRESS & UTILITY EASEMENT (HUNZIKER LANE) RUNNING FROM STATE HIGHWAY 100 ALONG THE WEST SIDE OF THE 15.01 ACRE TRACT OF THE AC PROJECTS, INC. PROPERTY TO THE 28.27 ACRE TRACT OF THE AC PROJECTS, INC. PROPERTY, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IRON PIN SET (N:586951.31 E:1620642.01) ON THE NORTH SIDE OF STATE HIGHWAY 100 (FAIRVIEW BOULEVARD) (33' FROM THE CENTER), BEING THE SOUTHEAST CORNER OF WILLIAM RALPH JONES (REF. DEED BOOK 241 PAGE 946 R.O.W.C. - PROPERTY MAP 69 PARCEL 5); THENCE LEAVING JONES' LINE WITH THE NORTH SIDE OF STATE HIGHWAY 100 S80°54'45"E 5.00' TO A POINT, THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED 50' INGRESS-EGRESS & UTILITY EASEMENT; THENCE RUNNING 5' EAST OF WILLIAM RALPH JONES PROPERTY LINE N09°35'45"E 414.72' TO A POINT; THENCE N09°35'15"E 692.37' TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING THE FOLLOWING CHARACTERISTICS:

DELTA=19°11'45" RADIUS=150.00' ARC=50.25 CHORD=N00°00'26"W 50.02' TO A POINT; THENCE N09°36'18"W 191.45' TO A POINT LOCATED N88°44'48"E 8.01' FROM AN IRON PIN SET IN THE EAST LINE OF THE AFOREMENTIONED WILLIAM RALPH JONES AND BEING THE NORTHWEST CORNER OF AC PROJECTS' 15.01 ACRE TRACT AND THE SOUTHWEST CORNER OF AC PROJECTS' 28.27 ACRE TRACT; THENCE WITH THE DIVISION LINE BETWEEN THE TWO TRACTS N88°44'48"E 50.54' TO A POINT; THENCE LEAVING THE DIVISION LINE S09°36'18"E 3.79' TO A POINT; THENCE WITH A NON-TANGENT CURVE TO THE RIGHT HAVING THE FOLLOWING CHARACTERISTICS:

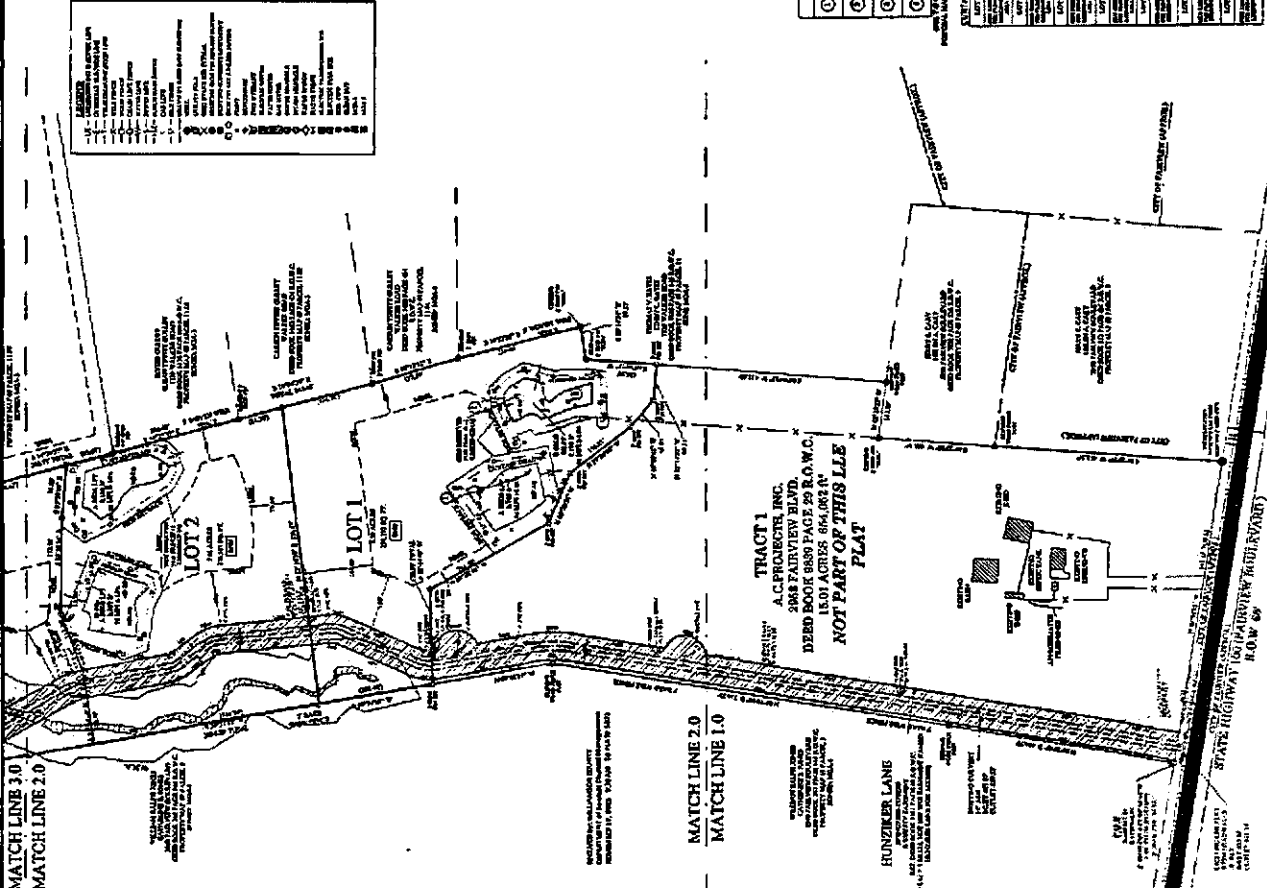
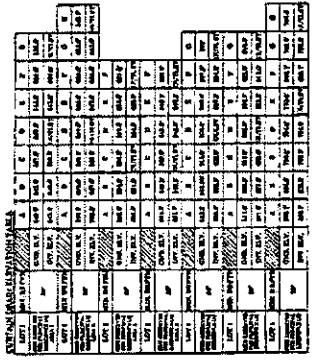
DELTA=156°21'12" RADIUS=40.00' ARC=109.16' CHORD=S09°36'18" E 78.30' TO A POINT; THENCE S09°36'18" E 102.02' TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING THE FOLLOWING CHARACTERISTICS:

DELTA=19°11'45" RADIUS=200.00' ARC=67.01' CHORD=S00°00'26" E 66.69' TO A POINT; THENCE S09°35'15" W 692.38' TO A POINT; THENCE S09°35'46" W 414.27' TO A POINT ON THE NORTH SIDE OF STATE

HIGHWAY 100; THENCE WITH THE NORTH SIDE OF STATE HIGHWAY
100 N80°54'45" W 50.00' TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"
(Plat)

V-10





Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
tncab.tnsos.gov/portal/

THOMAS JONES
357 RIVERSIDE DR SUITE 1002
FRANKLIN, TN 37064, USA

07/22/2026

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Entity Name:	CURITIBA PALTEAU HOMEOWNERS ASSOCIATIONS, INC		
SOS Control #:	002131696	Initial Filing Date:	07/22/2026
Entity Type:	Nonprofit Corporation	Formation Locale:	TENNESSEE
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	December	Annual Report Due:	04/01/2027
Business County:	Williamson		
Benefit Type:	Mutual Benefit Corporation	Religious Type:	Non-Religious

Document Receipt

Receipt #: 2026-722345	Filing Fee:	\$100.00
Payment: eCheck - 3924596872		\$100.00

Registered Agent Address:
JOSEPH G CHAPDELAINE
7376 WALKER RD
FAIRVIEW, TN 37062

Principal Office Address:
7376 WALKER RD
FAIRVIEW, TN 37062
Williamson County, USA

Congratulations on the successful filing of your Charter Nonprofit Corporation for **CURITIBA PALTEAU HOMEOWNERS ASSOCIATIONS, INC** in the State of Tennessee which is effective **07/22/2026**. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Tracking Number
B2026613267



Tre Hargett
Secretary of State

Charter Nonprofit Corporation

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2286

tncab.tnsos.gov/portal/

Control #: 002131696
Filed: 07/22/2026 05:20 PM
Tre Hargett
Secretary of State

Entity Information

Entity Name: CURITIBA PALTEAU HOMEOWNERS ASSOCIATIONS, INC

Entity Type: Nonprofit Corporation

Fiscal Year Ending Month: December

Additional Designation: (No additional designation)

Principal Office Address

7376 WALKER RD
FAIRVIEW, TN 37062
Williamson County, USA

Mailing Address

7376 WALKER RD
FAIRVIEW, TN 37062
Williamson County, USA

Will this filing have a delayed effective date?

☐ Yes ☒ No

Period of Duration:

Perpetual

This corporation is a:

☐ Public Benefit Corporation ☒ Mutual Benefit Corporation
☐ Religious Corporation ☒ Not Religious Corporation

This corporation will:

☒ Have Members ☐ Not Have Members

Provisions regarding the distribution of assets upon dissolution:

upon dissolution, remaining assets go to members

Other Provisions:

(No other provisions)

Do you have additional uploads you would like to attach to this filing?

☐ Yes ☒ No

Incorporators

THOMAS JONES
357 RIVERSIDE DR. SUITE 1002
FRANKLIN, TN 37064, USA

Registered Agent Information

JOSEPH G CHAPDELAINE
7376 WALKER RD
FAIRVIEW, TN 37062
Williamson County, USA

Incorporator's Signature

☒ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

☒ The undersigned, acting as incorporator of the nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the above Articles of Incorporation.

Signed Electronically: THOMAS N JONES

Date: 07/22/2026

This instrument prepared by:
 Thomas N. Jones & Associates
 By: Thomas N. Jones, Attorney
 357 Riverside Drive, Suite #1002
 Franklin, TN 37064

Bylaws of Curitiba Plateau Homeowners Association, Inc.

These Bylaws are adopted to govern the operation and management of the Curitiba Plateau Homeowners Association, Inc. (the "Association"), as referenced in the Restatement and Amendment of the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") for the Curitiba Plateau Large Lot Easement Subdivision. These Bylaws are intended to supplement and implement the Declaration and shall be binding on all Owners and Members.

Article I. Name, Purpose, and Offices

1. **Name:** Curitiba Plateau Homeowners Association, Inc.
2. **Purpose:** To administer and enforce the Declaration, maintain Hunziker Lane and related improvements, collect assessments, and manage the affairs of the subdivision as set forth in the Declaration.
3. **Principal Office:** As designated by the Board of Directors.

Article II. Membership

1. **Eligibility:** Every Owner of a Lot within the subdivision is a Member. Membership is appurtenant to Lot ownership and may not be separated from it.
2. **Voting Rights:** Each Lot is entitled to one vote. If a Lot is owned by multiple persons, the vote shall be exercised as determined by the co-owners.
3. **Transfer of Membership:** Membership automatically transfers with the conveyance of title to a Lot.

Article III. Meetings of Members

1. **Annual Meeting:** Held at a time and place designated by the Board for electing directors and transacting other business.
2. **Special Meetings:** May be called by the President, a majority of the Board, or Members holding at least 25% of the votes.
3. **Notice:** Written notice stating the place, day, and hour of any meeting shall be delivered not less than 10 nor more than 30 days before the meeting.
4. **Quorum:** A quorum is present if Members representing at least 51% of the total votes are present in person or by proxy.
5. **Proxies:** Members may vote by written proxy as permitted by law and these Bylaws.

Article IV. Board of Directors

1. **Authority:** The Board manages the affairs of the Association.
2. **Number and Qualification:** The Board shall consist of not less than three (3) and not more than five (5) directors, all of whom must be Members or representatives of Members.
3. **Term:** Directors serve staggered two-year terms, except as otherwise provided during the Declarant Control Period.
4. **Election:** Directors are elected by a majority of votes cast at the annual meeting.
5. **Vacancies:** Vacancies may be filled by the remaining directors until the next annual meeting.
6. **Meetings:** The Board shall meet annually. Special meetings may be called by the President or any two directors.
7. **Quorum:** A majority of directors constitutes a quorum.
8. **Powers and Duties:**
 - o Enforce the Declaration, Bylaws, and rules
 - o Maintain Hunziker Lane and Association property
 - o Set and collect assessments
 - o Adopt budgets and manage Association funds
 - o Hire and supervise agents or contractors
 - o Obtain insurance as required by the Declaration
 - o Levy fines and enforce compliance

Article V. Officers

1. **Officers:** President, Vice President, Secretary, and Treasurer, elected by the Board from among its members and any one person may serve in two capacity other then President and Treasurer.
2. **Duties:**
 - o **President:** Presides at meetings, executes documents, and oversees operations
 - o **Vice President:** Acts in the absence of the President
 - o **Secretary:** Maintains records and minutes
 - o **Treasurer:** Manages financial affairs and reports on finances
3. **Term:** Officers serve one-year terms and may be re-elected.

Article VI. Committees

1. **Architectural Review Committee:** Appointed as provided in the Declaration. After the Declarant Control Period, the Board may serve as or appoint the committee.
2. **Other Committees:** The Board may establish other committees as needed.

Article VII. Assessments and Finances

1. **Assessments:** Annual, special, and emergency assessments shall be levied and collected as provided in the Declaration.
2. **Budget:** The Board shall adopt an annual budget and provide a summary to Members.
3. **Depository:** Association funds shall be deposited in accounts approved by the Board.
4. **Fiscal Year:** Shall run with the calendar year.

Article VIII. Indemnification

Directors, officers, and committee members shall be indemnified by the Association to the fullest extent permitted by law and as provided in the Declaration.

Article IX. Rules and Regulations

The Board may adopt reasonable rules and regulations governing the use of the Property, Hunziker Lane, and Lots, consistent with the Declaration and these Bylaws.

Article X. Amendments

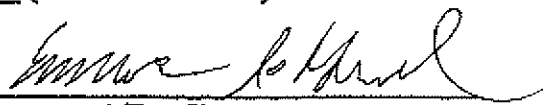
These Bylaws may be amended by a majority vote of the Board, subject to approval by a majority of Members present at a meeting with quorum, unless otherwise required by law or the Declaration.

Article XI. Miscellaneous

1. **Conflict:** In the event of a conflict between these Bylaws and the Declaration, the Declaration shall control.
2. **Notices:** Notices required by these Bylaws shall be given as provided in the Declaration.

Tennessee Certification of Electronic Document

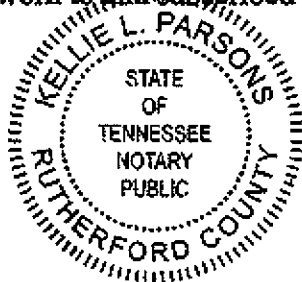
I, Emma Howard, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 7/23/2026 (date of document).

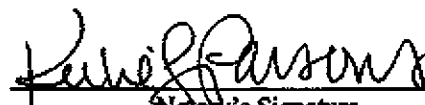

Affiant Signature

7/23/2026
Date

State of Tennessee
County of Rutherford

Sworn to and subscribed before me this 23 day of July, 2026.




Notary's Signature

MY COMMISSION EXPIRES: 8/21/27

NOTARY'S SEAL

BK/PG: 10091/17-55
26026959

39 PGS : RESTRICTIONS	
ASHLEY DEAN 1121073 - 26026959	
07/28/2026 - 08:01:00 AM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	195.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	197.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SHERRY ANDERSON

REGISTER OF DEEDS