



## **EXHIBIT "A"**

### **Definitions**

November 27, 2002

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

- (a) "Association" shall mean Pleasant View Village Homeowners Association Inc., its successors and assigns.
- (b) "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Tennessee law.
- (c) "Bylaws" shall refer to the Bylaws of Pleasant View Village Homeowners Association Inc., attached to this Declaration as Exhibit "D" and incorporated herein by this reference.
- (d) "Common property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- (e) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto as may be made by Declarant by Supplementary Declaration of all or any portion of the real property described in Exhibit "C" attached hereto and (ii) such additions thereto as may be made by the Association by Supplementary Declaration of other real property.
- (f) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.
- (g) "Declarant" shall mean and refer to Holt Development Co., a Tennessee limited liability company, and its successors-in-title and assigns, provided that in a recorded instrument, such successor-in-title or assignee is designated as the "Declarant" hereunder; and, provided, further, upon the effective date of the designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that there shall be only one "Declarant" hereunder at any one point in time.
- (h) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association.

- (i) "Mortgage" means any mortgage, deed to secure debt, deed of trust, and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.
- (j) "Mortgagee" shall mean the holder of a Mortgage.
- (k) "Occupant" shall mean any Person occupying all or any portion of a residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.
- (l) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.
- (m) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or other legal entity.
- (n) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.
- (o) "Total Association Vote" means all of the votes attributable to members of the Association (including votes of Declarant), and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community.
- (p) "Formal Open Space" shall mean any and all real and personal property, together with the facilities and improvements located thereon dedicated to the City of Pleasant View as shown by the recorded subdivision plat.



**EXHIBIT "B"**  
**Property Submitted**

November 27, 2002

Legal Description to Phase 1

Beginning at an iron pin in the Southern margin of Hwy 41-A, said pin being South 3 Degrees 01 Minutes East 88.20 from the centerline intersection of Hwy 41-A and Hicks Edgin Road; thence with said margin of Hwy 41-A South 50 Degrees 29 Minutes 26 Seconds East 789.45 feet to an iron pin; thence leaving said margin South 39 Degrees 30 Minutes 34 Seconds West 314.69 feet to an iron pin; thence North 50 Degrees 29 Minutes 26 Seconds West 130.00 feet to an iron pin in the east margin of Highland Avenue; thence with said margin South 39 Degrees 30 Minutes 34 Seconds West 27.00 feet to an iron pin; thence North 50 Degrees 29 Minutes 26 Seconds West 92.50 feet to an iron pin; thence with the south margin of Dean Street and with a curve turning to the left having an arc length of 115.54", a radius of 164.00", a chord bearing of North 70 Degrees 40 Minutes 27 Seconds West, and a chord length of 113.17" to an iron pin; thence South 89 Degrees of 08 Minutes 31 Seconds West 102.42 feet to an iron pin; thence leaving said margin of Dean Street South 00 Degrees 51 Minutes 28 Seconds East 40.00 feet to an iron pin; thence South 89 Degrees 08 Minutes 32 Seconds West 100.00 feet to an iron pin in the west margin of Hicks Edgin Road; thence with said margin North 00 Degrees 51 Minutes 28 Seconds West 308.00 feet to an iron pin; thence with a curve turning to the right having an arc length of 166.96', a radius of 1119.41', a chord bearing of North 03 Degrees 24 Minutes 53 Seconds East, and a chord length of 166.80' to an iron pin; thence with a curve turning to the right having an arc length of 154.57', a radius of 476.94', a chord bearing of North 16 Degrees 58 Minutes 19 Seconds East, and a chord length of 153.89' to an iron pin; thence with a curve turning to the right having an arc length of 45.05', a radius of 25.00', a chord bearing of North 77 Degrees 52 Minutes 59 Seconds East, and a chord length of 39.20' to the point of beginning, having an area of 6.53 acres surveyed by Benny Weakley, RLS No. 1457, of Weakley Brothers.



## **EXHIBIT "C"**

### **Additional Property Which May Unilaterally Be Submitted by Declarant**

November 27, 2002

See in future release.

See Concept Master Plan and Regulations on file with Pleasant View Planning Commission.

After recording, please return to:  
Mr. Dannie R. Holt  
Southeastern Realty, LLC  
3391 41A South  
Clarksville TN 37043

INDEXING NOTE:

Please Index Grantor Index under:  
Pleasant View Village, L.L.C.

Please also cross-reference to Declaration:

Deed Book xxxxx

Page xxxxx