

This Instrument Prepared by:
Name: John Brock
Address: Gentry, Tipton, Mc Clemons
900 S. Gau Str.
Knoxville, TN

**SIXTH AMENDMENT OF MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR RARITY BAY
AND
AMENDMENT OF BYLAWS FOR RARITY BAY COMMUNITY ASSOCIATION, INC.**

This SIXTH AMENDMENT OF MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RARITY BAY AND AMENDMENT OF BYLAWS FOR RARITY BAY COMMUNITY ASSOCIATION, INC. is made and entered into to this 10th day of May, 2015, by SALEM POINTE CAPITAL, LLC, a Tennessee limited liability company (the "Declarant"), whose address is 428 Shelbyville Road, Knoxville, Tennessee 37922-3538.

WITNESSETH:

WHEREAS, the original Master Declaration of Covenants, Conditions, and Restrictions for Rarity Bay is dated October 1, 1998, and appears of record in Book T444, Page 248, in the Office of the Register of Deeds for Loudon County, Tennessee, and in Book M112, Page 323 in the Office of the Register of Deeds for Monroe County, Tennessee (which, as amended and supplemented of record from time to time, is hereinafter referred to as the "Master Declaration"); and

WHEREAS, the Bylaws for the Rarity Bay Community Association, Inc., are dated September 28, 1998, and appear of record in Book T979, Page 216, in the Office of the Register of Deeds for Loudon County, Tennessee, and in Book M192, Page 481 in the Office of the Register of Deeds for Monroe County, Tennessee (which, as amended and supplemented of record from time to time, are hereinafter referred to as the "Bylaws"); and

WHEREAS, Section 1.12 of the Master Declaration, as amended, and Section 2.10 of the Bylaws, as amended, define Declarant as Salem Pointe Capital, LLC, a Tennessee limited liability company; and

WHEREAS, Section 13.2 of the Master Declaration, as amended, and Section 13.10(a) of the Bylaws, as amended, provide that until the end of the Development Period (as that term is defined in the Master Declaration and the Bylaws, respectively), the Declarant may unilaterally amend the Master Declaration and the Bylaws for any purpose; and

WHEREAS, the end of the Development Period has not yet occurred; and

WHEREAS, the Declarant wishes to amend the Master Declaration and the Bylaws as set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, with full power as Declarant under the Master Declaration and the Bylaws, hereby amends the Master Declaration and the Bylaws, as the same may have been supplemented or amended from time to time, as follows:

1. Amendment of Master Declaration. Pursuant to the Declarant's right to do so under the Master Declaration, the Declarant hereby amends the Master Declaration as follows:

(a) Section 1.15 is hereby amended to add the following proviso at the end of such section: "; provided, however, the Declarant shall have first certified in a written instrument recorded in the Public Records that none of the foregoing conditions continue to exist."

(b) Section 1.29 is hereby deleted and the following text is inserted in lieu thereof:

1.29. "Owner": One (1) or more Persons who hold the record title to any Unit, including the Declarant, a Declarant-Related Entity and Builders, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is acquired through a transfer of title or sold under a recorded contract of sale, and the contract specifically so provides, the purchaser or transferee (rather than the fee owner) will be considered the Owner. If a Unit is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

(c) The last sentence of Section 1.31 is hereby deleted and replaced with the following: "Any Private Amenity shall be designated by the Declarant in its sole discretion, and the Rarity Bay Golf & Country Club, The Rarity Bay Equestrian Center, the Rock Pointe Docks, the Bayview Docks, the Montvue Docks and the Bay Pointe Docks are hereby designated as Private Amenities."

(d) The following defined terms shall be added as new Sections 1.40, 1.41 and 1.42:

1.40 "Builder": Any Person who purchases one (1) or more Units for the purpose of constructing improvements thereon for later sale to consumers or who purchases one (1) or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business. Notwithstanding the foregoing, any Person occupying or leasing a Unit for residential purposes shall cease to be considered a Builder with respect to such Unit immediately upon occupancy of the Unit for residential purposes, notwithstanding that such Person originally purchased the Unit for the purpose of constructing improvements for later sale to consumers.

1.41 "Declarant-Related Entity": Any Person or entity which is a parent, subsidiary or affiliate of the Declarant, and/or in which the Declarant or any parent, subsidiary or affiliate of the Declarant or any officer, director, shareholder, partner, member, manager, or trustee of any of the foregoing, or any combination thereof, owns, directly or indirectly, not less than fifty percent (50%) of such entity. Notwithstanding the foregoing, any Person occupying or leasing a Unit for residential purposes shall cease to be considered a Declarant-Related Entity with respect to such Unit immediately upon occupancy of the Unit for residential

purposes, notwithstanding that such Person originally purchased the Unit for the purpose of resale to consumers.

1.42 "Exempt Person": Salem Pointe Capital Partners, a Tennessee general partnership, any Person or entity which is a parent, subsidiary or affiliate of Salem Pointe Capital Partners, and/or in which Salem Pointe Capital Partners or any parent, subsidiary or affiliate of Salem Pointe Capital Partners or any officer, director, shareholder, partner, member, manager, or trustee of any of the foregoing, or any combination thereof, owns, directly or indirectly, not less than fifty percent (50%) of such entity. Notwithstanding the foregoing, any Person occupying or leasing a Unit for residential purposes shall cease to be considered an Exempt Person with respect to such Unit immediately upon occupancy of the Unit for residential purposes, notwithstanding that such Person originally purchased the Unit for resale to consumers.

(e) The following shall be added as new Sections 4.5 and 4.6:

4.5 Enforcement. The Board or any committee established by the Board, with the Board's approval, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in Section 8.24 of the By-Laws. Such sanctions may include, without limitation:

(a) imposing monetary fines which shall constitute a lien upon the Unit of the violator (In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(b) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(c) suspending an Owner's right to vote;

(d) suspending any Person's right to use any recreational facilities within the Common Area and any part of the Exclusive Common Area; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit; and

(e) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association.

In the event that any occupant, guest or invitee of a Unit violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction such occupant, guest or invitee and/or the Owner of the Unit that the violator is occupying or visiting.

In addition, the Board, or the covenants committee if established, may elect to enforce any provision of the Governing Documents by exercising self-help (specifically including, but not limited to, the filing of liens in the Public Records for non-payment of assessments and other charges, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules, or the correction of any maintenance, construction or other violation of the Governing Documents) without the necessity of compliance with the procedures set forth in the By-Laws. The Association may levy a Specific Assessment to cover all costs incurred in bringing a Unit into compliance with the Governing Documents.

The Association may also elect to enforce any provisions of the Governing Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs, incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce county, city, state and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members.

4.6 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Charter, or by applicable law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

(f) Section 7.8 is hereby deleted and the following text is inserted in lieu thereof:

7.8 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the date on which the Unit is conveyed to, or held by, a Person other than the Declarant, a Declarant-Related Entity, a Builder, or any Exempt Person. In the event assessments have commenced with respect to any Unit and such Unit is subsequently acquired on or before May 15, 2025 by the Declarant, a Declarant-Related Entity, a Builder or any Exempt Person, such Unit shall cease being subject to assessments until such time as the Unit is again conveyed to, or held by, a Person other than the Declarant, a Declarant-Related Entity, a Builder, or any Exempt Person. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit. During the Development Period, this provision may not be changed without the consent of the Declarant. Additionally, notwithstanding Section 13.2 of this Declaration or any other provision of this Declaration, neither the Declarant nor any other party shall be permitted to amend this Declaration as it pertains to rights of an Exempt Person under this Section 7.8 without the joinder of each Exempt Person whose rights would be affected by such amendment.

(g) The following shall be added as new Sections 7.11 and 7.12:

7.11 Club Membership and Other Club Matters.

(a) Mandatory Social Membership. Every Owner, other than the Declarant, a Declarant-Related Entity, a Builder, or an Exempt Person shall be a "Social Member" of the Rarity Bay Golf and Country Club and its successor or assigns (the "Club"), but shall have the right to upgrade such social membership (a "Social Membership") as set forth in Subsection (d) below. There shall be only one (1) Social Membership per Unit. If a Unit is owned by more than one (1) Person, all co-Owners shall be subject to the usage rules and requirements established by the Club in the Club's sole discretion from time to time. All Owners will be subject to the bylaws, rules, regulations, and charges of the Club and shall be responsible for the payment of Social Membership Dues to the Club. At the closing or transfer of title of a Unit, each Owner shall be required to remit an initiation fee applicable to a Social Membership to the Club. Upon closing and payment of such fee, the Owner's membership shall become effective and the Social Membership shall entitle the Owner and his or her family and guests to Social Membership privileges at the Club in accordance with the Club's membership program. The Social Membership does not include golfing privileges at the Club. The Owner shall have no right of reimbursement or refund for initiation fees related to the Social Membership and the Social Membership is non-transferable.

(b) Mandatory Social Membership Dues. Commencing on the date of closing of a Unit by an Owner who shall become a "Social Member" under Subsection (a) above, the Club shall be entitled to charge and collect dues directly from such Owner (the "Social Membership Dues"), as and when they become due under the rules and requirements established by the Club and prorated from the date of closing on the purchase of such Unit. The Social Membership Dues shall be payable by each Owner to the Club without set-off, diminution or abatement for any reason. Each Owner that is subject to the Social Membership Dues, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to have notice of liability for these Social Membership Dues and to covenant and agree to pay these assessments. All such Social Membership Dues or other charges, together with interest, not to exceed the maximum rate allocable by law, late charges of ten percent (10%) per annum or the highest amount allowable by law, whichever is greater, costs of collection, and reasonable attorneys' fees shall be the personal obligation of the Owner of such Unit at the time the Social Membership Dues or other charges arose. Upon a transfer of title to a Unit to a grantee which is subject to Social Membership Dues, such grantee shall be jointly and severally liable with the grantor for any Social Membership Dues and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid Social Membership Dues or other charges which accrued prior to such acquisition of title, nor shall the Declarant, a Declarant-Related Entity, a Builder, or any Exempt Person who obtains title to a Unit be liable for any unpaid Social Membership Dues or other charges which accrued prior to such acquisition. No Owner shall be exempt from liability for Social Membership Dues by non-use of the Club, abandonment of the Unit, or any other means, except as may be provided in the Club's membership program. The obligation to pay Social Membership Dues is a separate and independent covenant on the part of each Owner.

(c) Lien for Social Membership Dues. The Club shall have a lien against each Unit which is subject to Social Membership Dues to secure payment of all or any portion of the initiation fee which was not paid at closing and delinquent Social Membership Dues, as well as interest at a rate to be set by the Club (subject to the maximum interest rate limitations of Tennessee law), costs of collection and reasonable attorneys' fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (iii) the lien(s) of the Association pursuant to this Declaration, regardless of the date of recording of such lien(s). The Club's lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure as permitted under Tennessee law.

Notwithstanding anything contained herein to the contrary, as a condition precedent to the Club's obtaining lien rights, and/or enforcement rights pursuant

to the terms of this Section, the Club must first provide the Association with twenty (20) Days prior written notice of the Club's intent to record a lien against a Unit, and/or proceed with other judicial or non-judicial foreclosure of the lien.

The sale or transfer of any Unit shall not affect the Club's assessment lien nor relieve such Unit from the lien for any subsequent Club assessments. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for Social Membership Dues due prior to such acquisition of title, nor shall the Declarant, a Declarant-Related Entity, a Builder, or an Exempt Person who obtains title be personally liable for Social Membership Dues due prior to such acquisition.

(d) Upgraded Social Membership. The Club will offer a variety of memberships with more extensive benefits than those of the mandatory Social Membership. Owners may upgrade their mandatory Social Membership pursuant to the membership plan, by-laws, and rules and regulations of the Club, as amended from time to time. Any Owner upgrading his or her Social Membership shall receive a credit against the required Social Membership Dues upon the payment of dues related to the upgraded membership category, but shall not be excused from paying Social Membership Dues. If an Owner terminates such upgraded membership, the Social Membership and the obligation to pay Social Membership Dues shall continue and shall not be terminated.

7.12 Contributions by Declarant. Declarant may support the Association by funding operating deficits during the Development Period. At the sole election of Declarant, Declarant may recoup from the Association all such payments, which amounts may be paid from the operating account of the Association, but not from capital reserves. Regardless of whether the Declarant recoups any other deficit amounts, it is not the intention of the Declarant to forfeit refundable reserves or deposits paid by Declarant, nor to pay for deficits created by the nonpayment of assessments by other Owners. It is also not the intention of Declarant to pay for the expenses which are otherwise covered in the annual budget of the Association, but which, due to the requirement of an advance payment, create temporary or seasonal deficits. Accordingly, Declarant shall be reimbursed for all amounts paid by Declarant in the funding of deficits caused by the nonpayment of assessment is collected. In addition, if not sooner paid, Declarant shall be reimbursed for any refundable deposit upon the Association's receipt of the same.

All deficits shall be collectible by Declarant at any time from the working capital contributions or from excess funds not designated for capital reserves. The Declarant shall have the right to pursue the collection of any unpaid assessments on behalf of the Association, as well as the right to act on behalf of the Association (if necessary) in obtaining refunds of all deposits paid for by Declarant. The Board of Directors, specifically including members of the Board appointed by the Declarant, shall be authorized to execute a promissory note or notes on behalf of the Association to evidence the repayment obligation of the

Association; provided however, the failure to execute such a note shall in no way diminish such obligation.

(h) The following shall be added as a new Section 11.6:

11.6 Right of the Declarant to Disapprove Actions. Until the termination of the Development Period, the Declarant shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Declarant, Declarant-Related Entities, Builders or any Exempt Person under the Governing Documents, or interfere with development of, construction on, or marketing of any portion of the Properties, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Declarant in the Governing Documents.

(a) The Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Declarant has registered with the secretary of the Association, which notice complies with the By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting. The Declarant may waive its right to receive notice in the same manner as provided in the By-Laws.

(b) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Declarant, acting through any officer, director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy or program shall be effective or implemented if the Declarant exercises its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The

Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

2. Amendment of the Bylaws. Pursuant to the Declarant's right to do so under the Bylaws, the Declarant hereby amends the Bylaws as follows:

(a) Section 4.1(b) shall be amended as follows:

(b) "Class B". The Declarant shall be the sole Class "B" Member and shall be entitled to one (1) such membership for each Unit owned by the Declarant, a Declarant-Related Entity, a Builder, or any Exempt Person, as such terms are defined in the Master Declaration.

(b) The first paragraph of Section 8.5 is hereby deleted and the following text is inserted in lieu thereof:

Removal of Directors and Vacancies. Any director may be removed, with or without cause, by Members holding a Majority of the total votes in the Association, or by the Declarant. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director, which successor must also be approved by the Declarant.

(c) Section 12.8 is hereby deleted and the following text is inserted in lieu thereof:

12.8 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the date specified in Section 7.8 of the Master Declaration. During the Development Period, this provision may not be changed without the consent of the Declarant. Notwithstanding Section 13.10 of these By-Laws or any other provision of these By-Laws, neither the Declarant nor any other party shall be permitted to amend these By-Laws as it pertains to rights of an Exempt Person (as such term is defined in the Master Declaration) without the joinder of each Exempt Person whose rights would be affected by such amendment.

3. Miscellaneous.

(a) The Master Declaration and the Bylaws, as previously amended and as supplemented by this Amendment, are to remain in full force and effect and are to be deemed superseded by this Amendment only to the limited extent necessary to implement the terms hereof. In all other cases and for all purposes, the Master Declaration and the Bylaws, as supplemented by this Amendment, shall respectively be construed and treated as a single instrument and to the extent that they are not inconsistent therewith, all the terms and provisions herein contained shall be defined and interpreted in conjunction with all of the terms and the provisions of the Master Declaration or Bylaws, as applicable, as supplemented by this

Amendment. Notwithstanding Section 13.11 of the Bylaws, in the event of any conflicts between the terms of the Master Declaration which are referenced in this Amendment and the terms of the Bylaws, the terms of the Master Declaration referenced in this Amendment shall control.

(b) Paragraph headings herein are for convenience only and shall not limit in any way the scope or interpretation of any provision of this Amendment.

(c) This Amendment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) If any provision of this Amendment, or the application of any provision to any circumstance is held invalid or unenforceable under any applicable law of any jurisdiction, the remainder of and the application of such provision to other circumstances shall remain valid and enforceable.

(e) This Amendment may be executed in several counterparts, each of which shall be deemed to be an original.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the date set forth above.

SALEM POINTE CAPITAL, LLC, a Tennessee limited liability company

By: [Signature]
Its: President

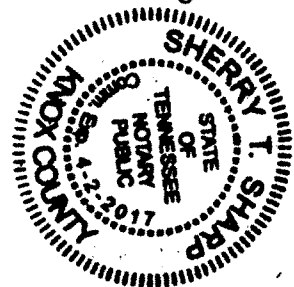
STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Michael Ayres with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the President of SALEM POINTE CAPITAL, LLC, the within named bargainor, a Virginia limited liability company, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said company by himself as President.

Witness my hand, at office, this 14th day of May, 2015.

[Signature]
Notary Public

My Commission Expires: 4-2-17



BK/PG: M249/374-384

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TT PGS:AL-AMENDED RESTRICTIONS	
DEB BATCH: 53903	
05/19/2015 - 08:45 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	55.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	57.00

STATE OF TENNESSEE, MONROE COUNTY
MILDRED ESTES
REGISTER OF DEEDS

Signature Page to
Sixth Amendment of Master Declaration of Covenants, Conditions, and Restrictions for Rarity Bay and Amendment of Bylaws for Rarity Bay Community Association, Inc.