

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE

COPY

FGH LAND TENNESSEE, LLC,

Plaintiff,

v.

ZURICH HOMES, INC., and
FAIRFIELD GLADE COMMUNITY
CLUB,

Defendants.

Case No.

FILED
Date 7-14 2026 at 8:45 AM/PM
Entered _____
BEN TOLLETT, CLERK & MASTER
Cumberland County, Crossville, TN
By: JP

**MEMORANDUM IN SUPPORT OF APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND MOTION FOR TEMPORARY INJUNCTION**

Pursuant to Tenn. R. Civ. P. 65.03 and 65.04, Plaintiff FGH Land Tennessee, LLC ("Plaintiff" and "FGH"), files this memorandum in support of the application for a temporary restraining order ("TRO") moving this Court for the issuance of an Order temporarily restraining and, after a hearing on Plaintiff's Motion for a Temporary Injunction ("Motion"), temporarily enjoining Defendant Zurich Homes, Inc. ("Zurich Homes") and its owners, employees, agents, representatives, and/or anyone acting in concert with it from taking any further action within the Fairfield Glade residential development related to road construction, extension, or improvement. These requests are targeted to restrain unlawful activity and prevent likely immediate and irreparable harm to Plaintiff, as further detailed in Plaintiff's Verified Complaint.

STATEMENT OF FACTS

Plaintiff filed a Verified Complaint against Zurich Homes alleging, *inter alia*, breaches of an Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade, recorded in the Cumberland County Register of Deeds at Book 1006, Page 1986, *et seq.*, ("C&Rs") which

governs the development and management of the Fairfield Glade residential development located in Cumberland County, Tennessee. A copy of the C&Rs is attached as Exhibit A to the Verified Complaint.

FGH is the current holder of Declarant rights under the C&Rs. These Declarant rights include the commercial development rights related to 1,600+ acres of undeveloped land within Fairfield Glade, which FGH is actively developing. This development includes, but is not limited to, installation of infrastructure and future development phases. Article VI, Section 3 of the C&Rs specifically provides that FGH, as the Declarant, possesses sole authority to determine when and how roads within Fairfield Glade are developed. No road construction, extension, or improvement can be undertaken by any non-Declarant without FGH's express consent. This authority over road development within Fairfield Glade is incredibly valuable to FGH, as it allows FGH to control development sequencing, infrastructure planning, extension of utilities, lot values, and future phases in Fairfield Glade.

On June 30, 2026, FGH learned that Zurich Homes was attempting to develop Hanover Court, which is within Fairfield Glade. Zurich Homes has never requested or received FGH's consent to undertake any road construction, extension, or improvement work within Hanover Court or anywhere within Fairfield Glade. Despite the lack of authority to develop roads within Fairfield Glade, and in the face of a stop work demand, a representative of Zurich Homes has affirmatively stated that the company will not cease its road construction work absent an injunction order. Therefore, FGH filed this action and now seeks injunctive relief from this Court.

ARGUMENT AND AUTHORITY

I. CONTROLLING LAW

Rule 65.03 of the Tennessee Rules of Civil Procedure authorizes a court to issue a temporary restraining order upon a showing that the applicant will suffer immediate and irreparable injury, loss, or damage before the adverse party can be heard in opposition. Tenn. R. Civ. P. 65.03. A temporary injunction may be granted during the pendency of an action upon a similar showing that the movant's rights are being or will be violated by an adverse party, and that such violation will result in immediate and irreparable injury, loss, or damage pending a final judgment in the action. Tenn. R. Civ. P. 65.04. In determining whether to issue a TRO and temporary injunction, a court must consider: (1) whether the movant has demonstrated a likelihood of success on the merits; (2) whether the movant will suffer irreparable harm if the injunction is not issued; (3) whether the injunction will cause substantial harm to others if it is issued; and (4) whether granting the injunction will serve the public interest. *See Denver Area Meat Cutters & Emp'rs Pension Plan ex rel. Clayton Homes, Inc. v. Clayton*, 120 S.W.3d 841, 857 (Tenn. Ct. App. 2003).

II. PLAINTIFFS ARE LIKELY TO SUCCEED ON THE MERITS

Plaintiff's Verified Complaint against Zurich Homes alleges, *inter alia*, breaches of the C&Rs which govern the development and management of the Fairfield Glade residential development. The C&Rs are clear that FGH, as the Declarant, possesses sole authority to determine when and how roads within Fairfield Glade are constructed, extended, and/or improved:

the Declarant shall be the sole judge as to when such roads and streets within the Exhibit "A" Properties, whether dedicated to the public or as Common Area, shall be constructed and extended from time to time. The Declarant shall also be the sole judge as to the extent the roads and streets within the Exhibit "A" Properties will be improved.

Verified Complaint, Ex. A, Article VI, Section 3. Thus, no road construction, extension, or improvement can take place by a non-Declarant without FGH's consent, and Zurich Homes has never requested or received this consent. In fact, the comments by a representative of Zurich Homes demonstrate that Zurich Homes is fully aware of the lack of authority to support their actions, and have brazenly dared FGH to enforce its rights under the C&Rs in the face of a demand to cease. This Court merely needs to apply the plain language of the C&Rs to reach a decision in Plaintiff's favor.

The governing documents and controlling law applicable to this request are clear and uncontroverted. Plaintiff, as further detailed in its *Verified Complaint*, has shown a strong likelihood of prevailing on some or all of the claims against Zurich Homes. Zurich Homes' unlawful actions are precisely the type of actions Tennessee law and the C&Rs prohibit and restrict, particularly in the case of residential developments.

III. PLAINTIFFS WILL SUFFER IMMEDIATE AND IRREPARABLE HARM WITHOUT INJUNCTIVE RELIEF

A plaintiff's harm is considered irreparable for purposes of a TRO and temporary injunction if "monetary damages cannot be calculated with a reasonable degree of certainty or will not adequately compensate the injured party." *AmeriGas Propane, Inc. v. Crook*, 844F. Supp. 379, 390 (M.D. Tenn. 1993). FGH's right as the Declarant under the C&Rs to determine when, how, and where roads are developed within Fairfield Glade is incredibly valuable. It allows FGH to control the pace of development, which further allows FGH to make decisions on when and which properties are developed with an understanding of its overall development plan for Fairfield Glade. Such authority is a central feature of FGH's power as Declarant. The harm caused by Zurich Homes' unauthorized development of Hanover Court is not isolated to just Hanover Court as Zurich Homes owns multiple lots in Fairfield Glade and has historically developed multiple lots

annually within the development. Unauthorized road construction in derogation of Declarant rights irreparably hinders development sequencing, infrastructure planning, extension of utilities, lot values, and future phases in Fairfield Glade. In other words, permitting a minority lot owner to dictate the development of Fairfield Glade interferes with the overall goal of efficient development by the Declarant

Without control over the construction of roads, FGH's authority as Declarant over the development of Fairfield Glade is significantly curtailed. Allowing unchecked, piecemeal road development by individual property owners would create chaos and affect numerous properties' values with no central actor in control. Such actions by Zurich Homes have caused and will continue to cause significant damage to FGH by devaluing its Declarant rights and hindering its ability to efficiently develop Fairfield Glade. Such damages are inherently difficult—if not impossible—to ascertain or calculate through specific monetary amounts. Without injunctive relief, and if Zurich Homes is permitted to continue rampant road infrastructure development wherever it desires in Fairfield Glade, Plaintiff's harm will only worsen. Every road built without FGH's authority forever devalues FGH's rights to control development in Fairfield Glade. Because the likely harm to FGH is not easily calculated and cannot be fully compensated by monetary damages, a temporary injunction is warranted under Tennessee law. *See AmeriGas Propane*, 844 F. Supp. at 390.

IV. DEFENDANTS WILL NOT BE HARMED BY THE ISSUANCE OF A TEMPORARY RESTRAINING ORDER

The balance of harms factor weighs heavily in favor of Plaintiff. FGH has suffered significant damages to its Declarant rights as a result of Zurich Homes' actions. This harm will only increase should Zurich Homes continue to develop roads without permission from the Declarant. By contrast, Zurich Homes will suffer no harm as a result of the issuance of a temporary

restraining order, as such an order would only prevent them from taking unlawful actions for which they have no authority. If anything, the relief requested will help mitigate Zurich Homes' potential liability for their unlawful conduct.

The Court's issuance of the requested TRO and temporary injunction should have no effect on Zurich Homes' ability to exercise its legitimate real property rights. Instead, the relief requested herein will only prevent Zurich Homes from taking actions to which they have no lawful justification. They do not possess Declarant rights or road development authority under the C&Rs, and the C&Rs provide Zurich Homes ample notice of these rights. Further, the relief would protect the value of the common property and the property rights of all property owners within Fairfield Glade—which would benefit Zurich Homes. The requested relief would simply prevent Zurich Homes from violating the rights of FGH for its own personal financial gain.

V. PUBLIC POLICY

It is in the public interest to prevent entities from violating the contractual rights of others and preventing a residential development's declarant from exercising its rights to properly manage residential development for the benefit of all parties to applicable covenants and restrictions. A temporary restraining order here would protect not only FGH but all other property owners within Fairfield Glade, as they are all parties to certain covenants and restrictions which allow a declarant to manage and oversee development of Fairfield Glade. Zurich Homes' development activities in violation of the C&Rs breaches the public's expectation that there are restrictions on the lots within Fairfield Glade and that those C&Rs are being followed and enforced. There is no public policy justification for allowing lot owners to ignore binding covenants and restrictions and engage in unauthorized development activities at the expense of other property owners or the Declarant. The public has a legitimate interest in ensuring that when developers and property owners enter into

binding covenants and restrictions, which affect property values, one property owner is not able to just simply ignore certain of those restrictions for their own financial gain and at the expense of others.

In addition, public policy favors enforcement of the C&Rs against Zurich Homes because a “free for all” development of roads within Fairfield Glade risks imposing significant financial burden onto the Club (and by extension, all lot owners) or onto Cumberland County. Under the C&Rs, all roads developed in Fairfield Glade are either Common Area or publicly dedicated roads. If Common Area, the Club is responsible for maintenance and repair, with those costs paid by annual fees and, if necessary, assessments against the lot owners in the development. The Declarant works closely with the Club to ensure that road development and the subsequent cost to the Club does not outpace the Club’s infrastructure budget. Further, if a lot owner develops roads and seeks to dedicate them to Cumberland County, that places increased pressure and potentially increased financial burden onto Cumberland County to accept the road into the county road list and maintain the road. Increased financial burden on the County affects the public at large, whose taxes fund the County.

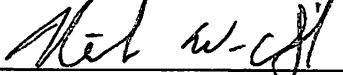
CONCLUSION

Because the information available demonstrates that Zurich Homes is acting in direct violation of the C&Rs, Plaintiff respectfully requests the Court issue a TRO and temporary injunction enjoining and restraining Zurich Homes and its owners, employees, agents, representatives, and/or anyone acting in concert with it with actual or constructive knowledge of entry of a restraining order or injunction from the activities enumerated above.

This 14th day of July, 2026.

Respectfully submitted,

**BAKER, DONELSON, BEARMAN,
CALDWELL, AND BERKOWITZ**

By: 

Nicholas W. Diegel (034211)

Thomas H. Jarvis (#036835)

265 Brookview Centre Way, Suite 600

Knoxville, TN 37919

Telephone: (865) 549-7000

Facsimile: (865) 525-8569

ndiegel@bakerdonelson.com

tjarvis@bakerdonelson.com

CERTIFICATE OF SERVICE

I hereby certify that today a copy of the foregoing was filed with the Court, emailed to Defendants or their counsel and/or registered agent listed below, and mailed to Defendants' last known address via first class mail, postage prepaid. Plaintiff will also take further steps to effect service on Defendants:

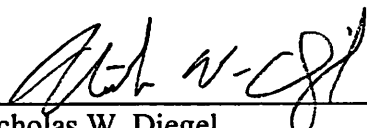
Joshua R. Denton
Denton Austin PLC
5120 Virginia Way, Suite C-11
Brentwood, TN 37027
jdenton@dentonaustin.com

Counsel for Zurich Homes, Inc.

Kenneth M. Chadwell
Looney, Looney, Chadwell & Hamby, PLLC
156 Rector Avenue
P.O. Box 1250
Crossville, Tennessee 38557
kmchadwell@looneychadwell.com

Counsel for Fairfield Glade Community Club

This 14th day of July, 2026.



Nicholas W. Diegel