

2. **Zurich Homes performed.** Zurich Homes timely filed and served its Response in Opposition, its Notice of Filing, and the Declaration of Isaac Zuercher (and provided courtesy copies to Chambers) by 10:00 a.m. on July 23, 2026, in compliance with the deadlines set under Local Rules 7.02 and 7.03. Zurich Homes noticed no witnesses because the July 24 setting did not permit it under Local Rule 7.04; *see also* Local Rule 2.01.

3. **The hearing did not occur.** On the afternoon of July 23, counsel for FGH advised undersigned counsel that FGH intended to present live testimony at the July 24 hearing. Counsel for Zurich Homes objected because the parties had not agreed to present live testimony and it was not permitted for purposes of the July 24 hearing under Local Rule 7.04. Later that afternoon, counsel for FGH advised that he had spoken with the Court's judicial assistant and that because he had not placed his Motion on the Putnam County docket for July 24, it would not be heard, despite the Agreed Order setting the hearing for that date. (*See* July 23, 2026, email from N. Diegel to A. Levendosky). The Injunction Hearing did not proceed.

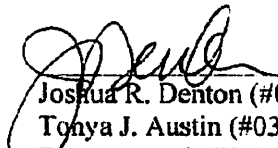
4. **Zurich Homes did not agree to an indefinite restraint.** The ten-day standstill Zurich Homes accepted has now outlived the date on which it was to end, with no hearing or new hearing date set, and with no anticipated ruling forthcoming. Zurich Homes respectfully submits that its agreement to maintain *status quo* for ten days should not be permitted to operate as an open-ended injunction entered without findings under Rule 65.04(2) and without any bond—all so that the Motion may be reset weeks out to accommodate live proof that FGH had not previously indicated it would need to offer.

5. **Relief requested as to the Agreed Order and any Resetting.** Zurich Homes respectfully requests that the Court: (a) lift the Agreed Order; and (b) rule on FGH's request for temporary injunctive relief based on the filings before the Court as of the date of the originally-

scheduled hearing. In support of its request, FGH submitted its “verified complaint, affidavit or other evidence,” as Rule 65.04(2) expressly permits. Thus, the briefing is complete. FGH bears the burden, and threshold defects Zurich Homes raises (*i.e.*, the absence of the lot owners whose easement rights any declaration would define, *see* Tenn. Code Ann. § 29-14-107(a)), the lack of any exclusive possessory rights by FGH, and the interpretation of the Declaration itself) amount to questions of law that no witness can cure. Further, if the Court concludes that live proof is necessary for a temporary injunction hearing, Zurich Homes requests that the Court rule on the papers before it under the temporary restraining order standard pursuant to Tenn. R. Civ. P. 65.03. and set the temporary injunction hearing at the earliest available date.

Zurich Homes further advises the Court that it intends to file its Motion to Dismiss the Complaint and requests that scheduling of the hearing on that motion also be addressed at the conference.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of July, 2026, the foregoing was served on the following via electronic mail, pursuant to Rule 5.02, and/or via U.S. Mail:

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