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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS & RESTRICTIONS

RICHMOND'S RETREAT

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS (the "Declaration") is executed this 26th day of March, 2012 by Mid Cumberland Development, Inc. ("Developer"),

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate in Rutherford County, Tennessee known as Richmond's Retreat Subdivision, as more particularly described in Exhibit "A" (said real estate being referred to herein as the "Development"); and

WHEREAS, Developer desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of the Development; and,

WHEREAS, Developer desires to establish and provide a system of administration, operation and maintenance of the common areas of the Development; and,

WHEREAS, Developer further desires to establish for Developer's benefit and for the mutual benefit, interest and advantage of each and every person or other entity hereafter acquiring any portion of the Development, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments, and regulations governing the use and occupancy of the Development and the maintenance, protection and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in the Development and on all portions thereof, and are intended to be covenants running with the land which shall be binding on all parties having or acquiring in the future any right, title or interest in and to all or any portion of the development, and which shall inure to the benefit of each present and future owner thereof.

NOW, THEREFORE, Developer, as legal title holder of the Development, and for the purposes set forth above, declares as follows:

ARTICLE I

DEFINITIONS

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

1. "Annual Assessments" shall mean and refer to the assessment described in Article V, Section 1.
2. "Association" shall mean and refer to Richmond's Retreat Homeowners Association, Inc., a not-for-profit corporation to be organized and existing under the laws of the State of Tennessee, its successors and assigns.
3. "Board" shall mean and refer to the Board of Directors of the Association.
4. "By-Laws" shall mean and refer to the By-Laws of the Association attached hereto as Exhibit "B" and made a part hereof as the same may be amended from time to time.
5. "Committee" shall mean the Architectural Control Committee established pursuant to Article VI hereof.
6. "Common Areas" shall mean and refer to all facilities within the Development used in common by the Owners, including without limitation, all roads, all drainage easements, pocket parks, footpaths, bicycle paths, jogging trails, recreational facilities, gates, boundary walls and fences, median areas, and any areas lying within or adjacent to the roads. Common open spaces shall be used for amenity or recreational purposes. The Association shall own and maintain common open space and fixtures including signage, fencing and landscaping in perpetuity. The Common Areas may be owned by the Association in fee or for a term of years, but for the non-exclusive use, benefit and enjoyment of the owners subject to the provisions of this Declaration, and will be shown as Common Areas on the plats of the Development placed of record now or in the future. The Association shall be responsible for the maintenance of the Common Areas. The Association shall govern the use of the common open space, and said obligation shall run with the land in perpetuity. Open space shall be maintained and preserved as natural open space and shall not be used for individual homeowner's yards, lawns, or buildings.
7. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions applicable to the Development and which is recorded in the Office of the Register of Deeds for Rutherford County, Tennessee.
8. "Developer" shall mean and refer to Mid Cumberland Development, Inc., a Tennessee Corporation, having its principal place of business in Murfreesboro, Tennessee, its successors and assigns. "Developer" may at times be referenced herein as "Declarant".
9. "Development" shall mean and refer to the property described on Exhibit "A" attached hereto and made a part hereof.
10. Deleted intentionally
11. "Impositions" shall mean and refer to any Annual Assessments, Special Assessments, Supplemental Landscape Assessments, or any other charges by the Association against one or more Lots owned by an Owner together with costs of enforcement and reasonable attorneys fees in connection therewith, and shall additionally include, to the extent authorized by the provisions herein, interest thereon.
12. "Improvements" shall mean any building, building addition, outbuilding, garage, detached

structure, swimming pool, recreational facility, driveway, parking area, walkway, wall, fence, or utility service, or such other improvement or structure constructed or located upon all or any portion of the Development. It is intended that this definition of "Improvements" be broad in scope and is intended to encompass any man-made alteration of the condition of the Lot or Common Areas from and after the date of this Declaration.

13. "Lot" shall mean and refer to any plot of land within the Development to be used for single family residential purposes and so designated on the Plat.

14. "Majority of Owners" shall mean and refer to the holders of more than fifty(50%) percent of the total Votes of the Members.

15. "Member" shall mean and refer to any person or persons who shall be an Owner, and as such, shall be a Member of the Association. "Class A Members" shall mean and refer to any Owner other than the Developer, and " Class B Member" shall mean the Developer.

16. "Mortgage" shall mean and refer to any holder of a first priority deed of trust encumbering one or more Lots.

17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot within the Development, excluding however those parties having such interest merely as a security interest for the performance of an obligation.

18. "Plat" shall mean and refer to the Final Plat of Richmond's Retreat Subdivision as recorded in the Register's Office for Rutherford County, Tennessee, as the same may be amended or supplemented from time to time.

19. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

20. "Plans" shall mean the detailed plans prepared for construction of any Improvement which shall comply with the provisions of Article V, Section 4 hereof.

21. "Special Assessments" shall mean additional assessments of Owners made from time to time by the Board pursuant to Article V, Section 3.

22. "Vote" or "Votes" shall mean the vote or votes in the affairs of the Association to which each Member is entitled.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

1. Definition of Property Subject to this Declaration. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Murfreesboro, Rutherford County, Tennessee, and is more particularly described on Exhibit "A" and shown on the

recorded Plat, and all subsequent phases and subsequently re-platted lots. The Lots and Common Area shown on the Plat are made subject to this Declaration. The Developer, as the legal title holder in fee of the Development, hereby submits and subjects the Development to the provisions of this Declaration and By-Laws. The covenants and restrictions contained herein constitute covenants running with the land and binding on all parties now owning or hereafter having or acquiring any right, title or interest in any Lots or any portion of the Development, and shall inure to the benefit of each Owner hereof. Every Person hereafter acquiring a Lot or any portion of the Development, by acceptance of a deed thereof, shall accept such interest subject to the terms and conditions of this Declaration, and by acceptance of the same shall be deemed to have consented to and be bound by the terms, conditions and covenants of this Declaration.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Members. Every person who is an Owner of record of a fee interest in any Lot which is included in the Development shall be a Member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of any Lot.
2. Classes of Membership. The Association shall have two classes of membership:
 - (a) Class A Members shall be all Owners except for the Developer prior to the termination of the Class B Membership. If, however, Developer owns one or more Lots upon or after the termination of its Class B Membership, then Developer shall become a Class A Member.
 - (b) The Class B Member shall be the Developer, its successors or assigns. The Class B Membership shall terminate and cease upon the earlier of: (i) specific written termination by Developer or its successor or assigns, or (ii) the thirty fifth (35th) anniversary of the date of Recordation of this Declaration.
3. Voting and Voting Rights. The voting rights of the Members shall be appurtenant to their ownership of Lots. The two Classes of Members shall have the following voting rights.
 - (a) Each Class A Member shall be entitled to one vote for each lot owned by such member. When two or more persons hold an interest (other than a leasehold or security interest) in a Lot, all such Persons shall be Members, but the Votes attributable to such Lot shall be exercised by one of such Persons as proxy and nominee for all such Members and in no event shall more than one (1) Member be entitled to cast the Votes attributable to any one Lot. Furthermore, neither the Developer nor any other person or individual dealing with the Development shall have any duty to inquire as to the authorization of the Member casting the Votes for any such Lot, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such member's authority to cast the Votes attributable to such Lot.
 - (b) The Class B Member shall be entitled to cast three votes for each lot owned. Notwithstanding the above, for all matters submitted to a vote of the Members, the Class B Member shall have one vote more than the aggregate total of the Class A Members.

(c) Any Member who is delinquent in the payment of any charges or assessments duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with reasonable penalties and interest thereon as the Board may impose, have been paid to the Association.

4. Manner of Voting. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice votes, ballot votes, or other manners of voting, and any regulation of the solicitation of votes or proxies.

5. Organization.

(a) The Association is a non-profit Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (i) Members of the Association; or (ii) officers, directors, agents, representatives or employees of Developer or a successor to Developer.

(b) A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with Richmond's Retreat Homeowners Association, Inc. documents. The Board shall, except to the extent specified Membership approval shall be required by the By-Laws or by this Declaration, act on behalf of the Association in the implementation of this Declaration.

(c) The Developer at its discretion may appoint an Advisory Board made up of 3 to 5 existing homeowners prior to the termination of The Class B membership. The determinations of said Board shall be advisory only, and not be binding upon the Developer or the Association.

6. Duties of the Association. The Association shall not be dissolved nor shall it dispose of any common open space or facilities, by sale or otherwise except to an organization conceived and established to own and maintain the common open space and facilities, and the conditions of a transfer shall conform to the approved site plan for the Development. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions, (subject to the provisions of this Declaration), to do and perform each and every of the following for the benefit of the Owners and for the maintenance, administration and improvement of the properties. The Association shall be responsible for liability insurance and local taxes for the common open space and facilities. In addition to the mowing of the common areas, it shall be the duty of the Association to keep vacant lots mowed until construction of a dwelling is commenced on said lot. The Association may have vacant lots bush-hogged in lieu of mowing. The Association shall also be responsible to make payment to the Developer for any loans or advances to the Association.

7. Powers and Authority of the Association. The Association shall have all of the powers of a non-profit corporation organized under the laws of the State of Tennessee, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and

By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including the following which are listed without intent to limit the foregoing grant.

(a) Assessments. To levy assessments on the owners of lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

(b) Right of enforcement in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any Richmond's Retreat covenants, conditions, obligations or duties and to enforce, by mandatory injunction or otherwise, all the provisions of the Declaration, Articles and By-Laws.

(c) Easements and Rights-of-Way. To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (i) overhead or underground lines, cables, wires, conduit or other or other devices for the transmission of electricity and for lighting, heating, power, telephone, television cables, radio and audio antennae facilities and for other appropriate purposes; (ii) public sewers, storm water drains and pipes, water system, sprinkling systems, water, heating and gas lines or pipes; and (iii) any similar public or quasi-public improvements or facilities.

(d) Employment of Manager and Employees. To employ the services of any person or corporation as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into contracts for such purpose. Such manager and employees shall have the right of ingress and egress over such portion of the properties as is reasonably necessary for the purpose of performing such business, duties and obligations.

(e) Mortgagee Protective Agreements. To execute and cause to be recorded from time to time agreements in favor of holders or insurers of mortgages secured upon portions of the properties. Such agreements may condition specified action, relevant to this instrument, of the activities of the Association upon approval by a specified group or number of mortgage holders or insurers. Actions and activities which may be so conditioned by such agreement may include, but shall not be limited to, the following: (i) any act or omission which seeks to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or any other real estate or improvements owned, directly or indirectly, by the Association for the benefit of any lots; (ii) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against the owners of lots; (iii) any act or omission which may change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance or exterior maintenance and improvements erected upon the properties, driveways, or the upkeep of lawns or plantings located upon the properties; (iv) failure to maintain specified fire and extended coverage insurance on insurable portions of the Common Areas; (v) use of hazard insurance proceeds for losses to any improvement erected upon the Common Areas for other than the repair, replacement or reconstruction of such improvements; (vi) the failure to maintain kinds of insurance and amounts, from and covering risks as specified by such mortgage holders or insurers; (vii) permitting holders of specified mortgages on lots to jointly or singly, pay taxes or other charges which are in default which may have become a charge against the Common Area, to

pay overdue premiums on hazard insurance lapse of any such policy for such property and permitting mortgagees making any such payments to recover the amount thereof from the Association.

(f) Right of Entry. Without liability to any owner of a lot, to cause its agents, independent contractors, and employees after reasonable notice, or without notice in the event of an emergency, to enter upon any lot for the purpose of enforcing any of the rights and powers granted to the Association in the Instruments, Articles and By-Laws, and for the purpose of maintaining or repairing any portion of the properties if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior or appearance as required by the documents, or as reasonably required to promote or protect the general health, safety and welfare of the residents and users of the properties.

(g) Maintenance and Repair Contracts. To contract and pay for or otherwise provide for the maintenance, restoration and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Areas or conservation easement.

(h) or as required for exterior maintenance, sidewalks, or lot clean-up in the event owner fails to maintain as required.

(i) Included in maintenance will be all trees located in the conservation easements within the Development. Trees and rock walls located in the conservation easement are to remain, not be removed, except those trees that may be diseased as determined by Association.

(j) Deleted Intentionally.

(k) Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of this Instrument or any By-Laws, as the Association shall deem to be appropriate for the protection or benefit of the Association, the Members of the Board, the Members of any standing committee, their tenants or guests, including, but without limitation, fire and extended insurance coverage covering the Common Areas, liability insurance, workers' compensation insurance, and performance of fidelity bonds.

(l) Utility Service. To contract and pay for, or otherwise provide for, utility services, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services.

(m) Professional Services. To contract and pay for, or otherwise provide for the construction, reconstruction, repair, replacement or refinishing of any roads, drives or other paved areas upon any portion of the properties not dedicated to any governmental unit and on the lots in the event the owners fail to keep such paved area maintained and repaired.

(n) Protective Services. To contract and pay for, or otherwise provide for fire, security and such other protective services as the Association shall from time to time deem appropriate for the benefit of the properties, the Owners and their guests.

(o) General Contracts. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary.

(p) Liens. To pay and discharge any and all liens from time to time placed or imposed upon any Common Areas on account of any work done or performed by the Association and the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

(q) Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority or acquisition of any of the Common Areas or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas by any condemning authority, the award or proceeds of settlement shall be paid to the Association for the use and benefit of the lot owners and their mortgagees as their interests may appear. All owners, by the acceptance of a Deed conveying a lot, irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with any condemning authority in any condemnation proceeding. Title to the lots is declared and expressly made subject to such irrevocable appointment of the power of attorney. Any distribution of funds in connection with the condemnation of any part of the Common Area shall be made on a reasonable and equitable basis by the Board or by a special committee appointed by the Board for that purpose.

ARTICLE IV

PROPERTY RIGHTS

1. Owner's Easement of Enjoyment. Every owner in addition to a perpetual unrestricted right of ingress to his own lot which passes with title shall have the right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area; and to limit the number of guests and adopt rules regulating the use and enjoyment of the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period in which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days after notice and hearing as may be provided for in the By-Laws or rules for an infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer any part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities, streets, or any similar purpose.

2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area and the facilities to the Members of his family, or contract purchasers, who reside on the property.

3. Parking Rights. The use of parking areas, if any, within the Common Area, together with the terms and conditions with regard to such use, shall be subject to the Association rules as same are in effect from time to time.

4. Land Use. No lot within the section described in Exhibit "A" shall be used except for residential purposes.

ARTICLE V

ASSESSMENTS

1. Annual Assessments. The Board shall have the power and authority to levy annual assessments against the Lots within the Development. Annual Assessments shall be used to provide funds for such purposes as the Board shall determine to be for the benefit of the Development, including, without limitation, the improvement, maintenance, operation and security of the Development and Common Areas, payment of taxes and insurance thereon, payment of utility bills thereon (including water for sprinkler systems), payment of reasonable costs to provide attractive seasonable landscaping of the Common Areas, street maintenance costs, the repair, replacement and additions that may be necessary to the Common Areas and the cost of labor, equipment, materials, management and supervision thereof and to pay other reasonable and necessary expenses of the Association including the repayment of any loans or advances from the Developer. The Board shall have the right, but not the obligation, to use the Annual Assessments to provide supplemental landscaping, maintenance within Lots, and to provide garbage and trash collection and disposal, if needed, to supplement that provided by public authority. The Board shall fix the amount of Annual Assessment each year by preparing an annual budget for the services to be provided by the Association in the coming year, and allocating said amount among the Lots equally. The Assessments for the lots in the Enclave sections shall be at a higher level than those in other sections to pay the costs of the additional amenities serving their sections such as a private gate. Developer reserves the right to assess certain sections higher assessments in the event those sections have services and/or amenities not offered through all of the Development. The Board shall determine the costs of the additional amenities serving one particular section, and establish the Annual Assessments for that section at a level sufficient to cover those additional amenities. The Annual Assessments for vacant lots shall be the same as improved lots, and owners shall pay six (6) months of the amount owed for Annual Assessments upon closing of the purchase of the home or lot.

2. Working Capital Assessments. In addition to the other Assessments provided for in this instrument, each purchaser of a house shall be assessed an assessment upon the purchase of any completed house within Richmond's Retreat (Said assessment shall be referenced as the "Working Capital Assessment"). The initial amount of said Working Capital Assessment is One thousand dollars (\$1,000) per lot. Said Working Capital Assessment shall be collected from the Purchaser at closing on the purchase of the house from a builder and remitted to the Association. Said Working Capital Assessment shall also be due from the Purchaser of a home when a home is resold, and shall also be collected at closing. In the event an individual purchases a lot to build a custom home thereon for said individual's personal use, the Working Capital Assessment shall be due at the time said individual purchases the lot. The amount of the Working Capital Assessment may be modified by the Declarant at any time while Declarant owns any property in Richmond's Retreat. Thereafter, said Working Capital Assessment may only be modified by at least two-thirds (2/3) of the Votes entitled to be cast by the Members of the Association, (both Class A and Class B) at a duly called meeting of the Association at which a quorum is present.

3. Special Assessments. In addition to the Annual Assessments authorized herein, the Board may levy a Special Assessment applicable to a particular year, provided that any such Special Assessment

shall have the affirmative Votes of not less than fifty (50%) percent of the total Votes within the Association at a meeting of all Members which shall be held after not less than five (5) days' written notice of the date, time and purpose for said meeting, at which a quorum shall be present. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such assessment.

4. Exempt Property. The Impositions and liens created under this Article shall not apply to the Common Areas. All property within the Development which is dedicated to and accepted by a local public authority, which is granted to or used by a utility company, or is designated as part of the Common Area shall be exempt from such Impositions.

5. Property Owned by Developer. The Developer shall be exempt from payment of any Annual, Initial, Working Capital and Special Assessments for any vacant lots Developer owns. However, if Developer constructs any houses on any lots, Developer will be subject to the same assessments as any other homeowner once a house is complete.

6. Payment of Annual Assessments. The Board shall have the power and authority to determine the payment method for Annual Assessments. Unless provided otherwise by the Board, each Owner shall pay its Annual Assessment on or before the first of April of the year to which said assessment relates, and the Board shall fix the amount of the Annual Assessment and send a notice thereof to each Owner on or before the first of February of each such year. The Board shall have the power and authority to require quarterly or monthly payments of installments of the Annual Assessments from such Owners as the Board deems suitable, or may require all Annual Assessments to be paid on a quarterly or monthly basis, at its determination.

7. Commencement. The eligibility for Annual Assessments for a Lot shall commence upon purchase of the Lot from Developer, or Developer may hereafter set a date for assessments to commence for all Lots which have been purchased from Developer. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

8. Records of Assessments. The Association shall cause to be maintained in the office of the Association a record of all Lots and Impositions applicable thereto which shall be open to inspection by any Owner. Written notice of any Imposition shall be mailed to every Owner of the Lot subject to assessment. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether the Impositions against the Owner's Lot have been paid, and if not, the amount then due and owing. Absent manifest error, such certificate shall be deemed conclusive evidence to third parties as to the status of Impositions against any Lot within the Development.

9. Creation of Lien and Personal Obligations for Assessments. Each Owner of any Lot shall, by its acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and conditions of this Declaration and promises to pay to the Association all Impositions which may be due from an Owner from time to time. All Impositions, together with interest thereon and cost of collection thereof shall be a continuing lien upon the Lot against which such Impositions is levied as of the effective date of each such Imposition. Each such Imposition, together with such interest thereon and cost of collection therefor as are hereinafter provided, shall also consist of the personal obligation of the Person who was Owner of such Lot at the

time when the same fell due. In the event a Lot is owned by more than one Member, all of such Members shall be jointly and severally liable for the entire Imposition then due.

10. Effect of Non-Payment of Imposition. If any Imposition hereunder is not paid upon the due date, or if any similar charge otherwise agreed to be paid by Owners in this Declaration is not paid when due, then such Imposition shall be delinquent and shall accrue interest thereon at the highest rate then permissible under the laws of the State of Tennessee commencing upon the due date. If such Imposition is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally, and/or at its option, foreclose the lien against the Lot by court action or trustee sale as hereinafter provided, and there shall be added to the amount of such Imposition, all reasonable attorney's fees and costs incurred by the Association in any such action, and in the event a judgment is obtained, such judgment shall include interest on the Imposition as indicated above.

11. Deleted Intentionally

12. Priority of Lien. The lien described in this Article shall be subordinate to the lien of any Mortgagee under a recorded first mortgage or deed of trust encumbering any such Lot. In the event any Mortgagee becomes the Owner of such Lot after foreclosure thereof, or conveyance by deed in lieu of foreclosure, trustee's deed, or the like, such Mortgagee shall become subject to the lien reserved herein for the purpose of securing all Impositions becoming due from and after the date such Mortgagee accepts a deed to said Lot.

13. Mortgage Protection Clause. No breach of the covenants, conditions, or restrictions herein contained for the enforcement of any lien provisions herein shall defeat or render invalid the lien of any prior mortgage given in good faith and for value, but said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or other judicial sale of in lieu of such of any prior mortgage.

14. Indemnification by Owner. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from any liability arising from the claim of any lien claimant or judgment debtor against the lot of any other Owner or of the Common Area. The Association or any affected Owner may enforce this obligation which includes reasonable costs and attorney fees in the manner of a special assessment or by action at law including all rights granted to the Association under Article V.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

1. Designation of Committee. The Association shall have an Architectural Control Committee (the "Committee") which shall consist of three members who shall be natural persons. The members of the Committee shall be appointed and be subject to removal at any time by the Developer until the termination of the Class B membership, and thereafter by the Association's Board of Directors. The Committee shall designate an individual as its Secretary, and all communications with the Committee shall be conducted through the Secretary.

2. Approval of Plans and Architectural Review Committee.

(a) No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or other improvement of any nature on any lot shall be constructed or undertaken without obtaining the prior written approval of the Board of Directors through the Architectural Review Committee appointed by the Board as to the intended location of same and as to its plans and specifications showing the nature, shape, height, materials and such other specifics as may be required including its architectural style. For this purpose, the Board of Directors shall establish an architectural committee composed of three (3) or more Members appointed by the Board which shall have full authority to review and act upon requests for approvals of such requests. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, the applicant must submit two sets of plans and specifications with a written request for their approval. The Architectural Review Committee shall be the sole arbiter of same and may withhold approval for any reason including purely esthetic considerations. Upon approval being given, construction shall commence within ninety (90) days thereafter, and shall be processed to completion promptly and in strict compliance with the approved plans; otherwise the approval shall be void. Each Owner acknowledges that the décor, color scheme, landscaping, and design of the property has been selected in such a manner as to be consistent and harmonious with other lots and residences in the Subdivision and agrees to maintain and perpetuate the visual harmony of the properties. So long as the Developer owns two or more lots in Richmond's Retreat the Committee may establish architectural standards and guidelines in addition to the minimum standards set for in this instrument.

(b) Prior to the formation of the Architectural Review Committee, the Declarant or his successors and assigns shall constitute or may appoint a person or persons to act as the Architectural Committee.

3. Design Criteria. Developer will adopt initial design criteria which shall be observed in carrying out the functions of the Committee and in order to ensure uniformity of quality of the Improvements located within the Development. Said design criteria may be modified as the Committee sees fit. The Developer and, after the termination of the Class B Membership, the Association, reserves the right to modify and amend the Design Criteria from time to time as it deems appropriate based upon changes and innovations in construction methods and techniques. All construction within the subdivision shall comply with the design criteria. The Architectural Review Committee may establish landscaping criteria for the Development, and all Owners shall comply with the applicable criteria.

4. Improvements Plans. Any Owner desiring to construct Improvements, or to modify existing Improvements, upon any Lot shall first have detailed plans prepared for such Improvements (the "Plans"). The Architectural Review Committee will set all guidelines for plan submittal.

5. Limited Effect of Approval of Plans. The approval of the Committee of an Owner's Plans for the construction of Improvements upon any Lot is not intended to be an approval of the structural stability, integrity or design of a completed improvement of the safety of any component therein but is required solely for the purpose of insuring compliance with the covenants contained herein and further to insure the harmonious and orderly architectural and aesthetic development and improvement of the Lots contained within the Development. Notice is hereby given therefore to any future occupant of any completed Improvement and all invitees, visitors and other persons who may from time to time enter or go on or about such completed Improvements, that no permission or approval granted by the Committee, the Developer or the Association with respect to the construction of Improvements pursuant to this Declaration shall constitute or be construed as an approval of the structural stability of any building,

structure or other Improvement and no liability shall accrue to the Developer, the Committee or to the Association in the event that any such construction shall subsequently prove to be defective.

ARTICLE VII

IMPROVEMENT, SETBACK AND USE RESTRICTIONS

1. Improvement Restrictions. In addition to the requirements of Article V above concerning compliance with the architectural review authority of the Committee, the following restrictions apply to Improvements;

(a) Minimum setback requirements on the Plat shall be observed. The Developer reserves the right to approve the location of each residence upon the Lot and to relocate the same, within the setback lines and/or building areas established by the Plat, in such manner as it shall be deemed, in its sole discretion, to be in the best interests of the overall Development and in furtherance of the goals set forth herein.

(b) Deleted Intentionally.

(c) The total floor area of the main residential structure upon any Lot, exclusive of open porches, patios, garages and breezeways, shall not be less than One thousand One hundred (1,100) square feet, exclusive of garages, porches, patios, and breezeways and shall be constructed of brick, stone or concrete composite siding or what is commonly known as "Hardy Board" or a combination of the above mentioned materials. Vinyl siding is prohibited.

(d) So long as the Committee approves, boundary walls or fences for individual Lots may be erected. No walls other than retaining walls may be constructed along the street on the front of any Lot unless approved by the Committee, and no retaining wall shall extend to a height greater than three (3) feet above the earth being retained, and no boundary wall or patio or courtyard wall shall extend to a height greater than eight (8) feet from ground level unless the Committee and the adjoining Lot Owners so consent. All boundary and retaining walls must be of materials approved by the Committee.

(e) All mailboxes within the subdivision must be of the specific design approved by the Developer.

(f) Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot. Any and all equipment, air conditioner condensers, garbage cans, woodpiles, refuse or storage piles on any lot, whether temporary or permanent, shall be walled in to conceal the same from the view of neighboring Lots, roads, or Common Areas, with the plans for any such concealing walls being approved by the Committee.

(g) No building materials may be stored on any Lot except for the purpose of construction of such Lot, and then only for such length of time as is reasonably necessary for the construction of the Improvements then in progress.

(h) Satellite dishes and antennae may not exceed twenty-four inches in diameter can only be

mounted to the rear of any house so that the satellite dish is not visible from the front of the house. The placement of any satellite dishes must receive the prior written approval of the Architectural Review Committee. Antennae cannot exceed thirty-nine inches (39") in diameter or length and can only be mounted on the rear of the house.

(i) No Owner shall excavate or extract earth from any of the Lots for any business or commercial purpose, and no elevation changes will be permitted which could materially affect the surface grade of a Lot without the consent of the Developer or the Committee.

(j) There shall be no outside clotheslines, clothes hanging devices, or the like upon any Lot. Eve lights may not be installed on the fronts of Improvements without the consent of the Committee and eve lights installed on the sides and rears must be adjusted so that the rays of any beam or floodlight shall not interfere with the neighboring Lots and shall be directed to the rear of the residence.

(k) All driveways must be of concrete construction..

(l) No tree in excess of eight (8) inches in diameter may be removed from a Lot without the consent of the Committee.

(m) If one or more contiguous Lots are owned by the same Owner, they may be combined upon the consent of the Developer for the purpose of placing approved Improvements thereon, but individual Lots may not be resubdivided so as to create a smaller area than originally deeded to an Owner and as shown on the Plat without the consent of the Developer.

(n) No trailer, basement house, tent, modular home, mobile home or other temporary structure shall be erected or used as either a temporary or permanent residence. However, one dog house per lot may be permitted in the discretion of the Architectural Review Committee if prior approved in writing. Notwithstanding the above, a temporary sales trailer or model may be placed on a lot with the prior written consent of the Committee.

(o) Detached garages are only allowed with prior written approval from the Architectural Review Committee and must be attached to the existing dwelling by a breezeway, walkway, portico. Garages must match the existing home in material and color. Detached garages must be of sufficient size for two cars or more.

(p) Outbuildings must be approved by the Architectural Review Committee.

(q) In-ground pools must have a minimum of broom finished concrete decking. All pool equipment must be screened. Written approval from the Architectural Review Committee is required prior to construction.

(r) Uniform Signs During Construction. Only one sign shall be allowed on a lot during construction of any dwelling on the lot. Said sign must conform with the uniform sign design criteria approved by the Architectural Review Committee.

(s) Signs After Constructions. No sign shall be permitted on any lot after construction except as provided in Article IX of this Declaration.

(t) All lawns must be seeded or sodded .

2. Maintenance

(a) All Lots, together with the exterior of all Improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners.

(b) In the event any Owner shall fail to maintain the Improvements situated upon his Lot in a manner satisfactory to the Association, the Association may upon the vote of at least two-thirds of the Board of Directors and after ten (10) days notice in writing to the offending Owner during which time said Owner has continued to fail to commence the correction of the matter in question, may enter upon said Lot and perform the maintenance of the Improvements itself. The cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject and the Owner of such Lot shall be personally liable for the cost thereof.

(c) The Developer, at its option, may install sidewalks in the Richmond's Retreat Development. In the event Developer installs said sidewalks, an opening will be left in the sidewalk for purposes of constructing a driveway. Any damage to the sidewalk due to the construction of driveway or the construction of other improvements on a lot shall be repaired at the sole cost of the lot owner.

3. Use Restrictions.

(a) No Owner shall use its Lot in such a manner as to create a nuisance. No Owner shall commit waste upon any Lot without the Development.

(b) No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any of the Common Areas. No house trailers, mobile homes, or portable buildings shall be permitted within the Development except for temporary sales trailers and models which receive prior written approval of the Committee. There shall be no outside parking of recreational vehicles, including, but not limited to, camping trailers, boats, and motor homes on any lot, street, or Common Area for longer than forty-eight (48) hours. Vehicles are to be parked within a homeowner's driveway, and no homeowner or occupant may regularly park any vehicles on the street or keep any vehicle parked on the street for longer than forty-eight (48) hours.

(c) No animals, livestock, poultry of any kind shall be raised, bred, pastured or maintained on any Lot except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any other purpose or use. No such household pets shall be permitted to the extent they become a nuisance to neighboring Lot Owners. No pets shall be permitted outside the boundaries of the Owner's Lot unless accompanied by their owners and on a leash. The Board, or any individual resident, may take appropriate measures to insure compliance with this provision, including without limitation, having the animal picked up by the appropriate governmental authorities.

(d) No Owner shall cause or allow any use of his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose

loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lots.

(e) No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gasses as to interfere with the use and enjoyment by other Owners of their Lots.

(f) No house or other structure on any Lot shall be used for any business or purpose. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment or discomfort or annoyance to the neighborhood. No noxious, offensive or illegal activity shall be carried out upon any Lot.

(g) Boats must be stored in enclosed areas and must not be visible from neighboring Lots, streets or Common Areas.

(h) Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

(i) Intentionally deleted

(j) The pursuit of hobbies or other inherently dangerous activities including without limitation the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or other pyrotechnic devices of any type or size, and other such activities shall not be allowed upon any Lot.

(k) No owner shall use its lot for anything other than a single family residence. Single family is defined as lot owners, their spouses, children, grandchildren, parents, and grandparents. Occupation of a house by extended family members shall be deemed a violation of this provision.

(l) All propane tanks must be buried in the ground or in the rear of the house so as to avoid being seen from the street.

4. Fines.

(a) The Declarant and Association shall have the right to implement a fine structure for any Owner that does not abide by the items in the above Articles. This fine structure is at the discretion of the Declarant or Association based on the violation. The amount of any fines shall be established by the Declarant or Association. All fines assessed shall act as assessments, and constitute a lien on the lot at issue until paid. Fines may be collected in the same manner as Assessments provided for in this Declaration.

ARTICLE VIII

EASEMENTS

1. General. Until termination of the Class B Membership, Developer reserves an easement for ingress and egress generally across the Development at reasonable places thereon and across the various Lots for the purpose of completing Developer's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of Improvements on a Lot nor the use and enjoyment of a Lot by an Owner. Developer acknowledges that the plat recording reflects a easement for sidewalks and utilities but Developer specifically reserves the right to go outside said easement for the construction of sidewalks if need be. Developer reserves the right to install sidewalks itself or to require lot purchasers to do so should a lot or lots be sold. Developer may, but is not required to establish sidewalks within the development.

2. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developer or Association, firemen, ambulance personnel, garbage collectors, mailmen, utility personnel, delivery service personnel and all similar persons to enter upon the Development or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

3. Easements Over Common Areas. The Plat designates certain areas for roads, utilities, drainage, common areas, and recreational areas. The easements so designated on the Plat encumber the Lots as shown on the Plat and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all owners in the Development and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use in common by all Owners of said easements. However, use of the easements and common areas shall be subject to and governed by provision of this Declaration and the by-laws, rules and regulations of the Association.

4. Easements for Utilities. Easements for installation of utilities and drainage facilities are reserved as shown on the recorded Plat and as set forth herein or as required by later amendments. Within these easements, no structure, plating or other material shall be placed or permitted to remain which may interfere with the installation and 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 and easements.

5. Common Areas. The Common Area shall be conveyed to the Association in fee simple. Each lot and residence is hereby declared to have, subject to the provisions of the Declaration, a non-exclusive easement over all the Common Areas for the benefit of such lot or residence, the Owners of such lot or unit and each of them, and for their respective families, guests, invitees and contract purchasers, for recreation and other appropriate intended purposes and uses and without limiting the generality of the foregoing, for ingress and egress over and through the Common Areas, subject to the right of the Association to adopt reasonable rules and regulations for such use. In furtherance of the establishment of this easement, the individual grant deeds and mortgages to each lot may, but shall not be required to, set forth the foregoing easement. Except as otherwise provided for by this Declaration, the Common Area may be alienated, released, transferred, or otherwise encumbered only with the written approval of all Owners and each holder of a first mortgage on any lot.

6. Association Functions. There is hereby reserved to Declarant, any successor to Declarant, and the Association, or the duly authorized agents, representatives and managers of the Association, such easements as are necessary to perform duties and obligations of the Association as are set forth in this Declaration and any other Richmond's Retreat documents.

7. Ingress and Egress. In addition, there is reserved to Declarant for use and benefit of any adjoining property that has been added as a new section to Richmond's Retreat or is intended to be added as a new section, a right of ingress and egress over the streets, a right to attach to and use sewer and utility easements and such other easements as may be necessary to develop said property.

8. Covenants Running with Land. Each of the easements provided for in this Declaration shall be deemed to have been established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the lots and units, and Common Areas as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which is subject of the Declaration.

9. Subject to Prior Utility Easements. Notwithstanding anything herein expressed or implied to the contrary, this Declaration shall be subject to all easement heretofore or hereafter granted by Declarant for ingress or egress and for the installation and maintenance of utilities, sewers, television cables, drainage, and similar facilities that are necessary or appropriate for the development of the properties.

10. Utility Easements, Duties, and Rights. The rights and duties of the Owners of lots with respect to sanitary sewers and water, electricity, television cables, gas and telephone, shall be governed by the following:

(a) Whenever sanitary sewer house connections and/or water house connections or electricity, television, gas or telephone lines are installed within the properties, which connections or any portion thereof lie in or upon lots owned by others, then the Owners of the lot served by said connections, shall have the right, and are hereby granted, an easement to the full extent necessary thereof, to enter upon said lots or to have the utility company enter upon the lots within the properties in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

(b) When sanitary sewer house connections and/or water house connections or electricity, television cables, gas or telephone lines are installed within the properties, which connections serve more than one (1) lot, the Owner of each lot served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his lot.

ARTICLE IX

SALE OR LEASE OF LOTS

1. Sales, Resales, and Advertising. No signs shall be permitted on any lot except one, non-illuminated sign advertising the house or lot for sale or rent not exceeding four (4) square feet in size without the prior written approval of the Committee.

ARTICLE X

INSURANCE

1. Casualty Insurance. The Association shall keep all insurable improvements and fixtures on the Common Area insured against loss and damage by fire for the full insurable replacement cost thereof, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable as well as a general liability insurance policy covering all Common Areas with coverage of at least One Million Dollars (\$1,000,000.00) for bodily injury or property damage for any single occurrence as well as coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party. All policies shall provide that they may not be cancelled or substantially modified without ten (10) days written notice to all insureds including the mortgagees if any. The Association shall also insure any other property whether real or personal, owned by the Association, against loss or damage by fire or casualty and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. All casualty, liability, and fidelity bond coverage shall be in such manner and is such amount as required by the Federal National Mortgage Association (FNMA), and their requirements thereto as set forth in Sections 501-504, FNMA Lending Guide, are adopted herein by reference. Any insurance coverage with respect to the Common Area or otherwise shall be written in the name of, and the proceeds thereof, shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all such insurance carried by the Association are common expenses included in the common assessments made by the Association.

2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot Owner.

3. Other Insurance. The Association may also maintain and pay for insurance policies or bonds that are appropriate for the protection and benefit of the Association, Members of the Board and any standing Committee, tenants, or guests, including, but without limitations, workers' compensation, malicious mischief, and performance of fidelity bonds.

4. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of property which may be damaged or destroyed.

5. Hazard, Flood, Homeowners, and Fire Insurance. Each Owner shall obtain and maintain in effect fire and appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each residence and improvement owned by such Owner, which may be established from time to time by the Board or the Association by resolution. Such additional insurance requirements may be set forth in agreements or other undertakings which the Board of Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the properties.

6. Obligation to Repair and Restore.

(a) Subject only to the rights of an institutional holder of the first mortgage lien on the damaged lot, insurance proceeds from any insurance policy covering a lot shall be first applied to the repair, restoration, or replacement of such residence. Each Owner shall be responsible for the

repair, restoration, or replacement of each residence owned by such Owner pursuant to the terms hereof. Any such repair, restoration, or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and in currently generally accepted by design criteria) be generally harmonious with the other Richmond's Retreat residences, and reconstruction must be consistent with plans approved by the Architectural Committee. Such repair and restoration will be commenced as soon as possible.

(b) If the proceeds of insurance are insufficient to pay for the cost of repair, restoration, or replacement of a residence or improvement, the Owner of such residence shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.

7. Association Rights. If any Owner fails to obtain the insurance required in this Article, or fails to pay the premiums therefore when and as required or fails to otherwise perform the obligations of an Owner under this Article, the Association may (but shall not be obligated to in any manner) obtain such insurance, make such payments for any such Owner, and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to the assessments of such Owner and enforce the payment of the assessment in a like manner as a general assessment.

8. Proof of Insurance. Each Owner shall provide the Association with a copy of an appropriate insurance policy and a paid receipt thereof, showing that the Owner has proper hazard, fire, flood, and homeowner's insurance coverage. Failure to so provide such insurance proof on an annual basis or at such other times as the Association may reasonably require will be construed as a default of the obligations under this Article, and the Association may take whatever reasonable steps it deems necessary, including the procurement of insurance on said residence, with the Owner to be liable for such procurement as set forth above. All such insurance shall contain a provision for the notification of Richmond's Retreat Homeowner's Association, and each mortgage holder named in the mortgage clause, at least ten (10) days prior to the cancellation, or substantial change, or coverage. Nothing herein shall be construed so as to require the Association to procure, insure, or be a guarantor that insurance is procured or in force on any lot.

9. Notice to First Mortgagees. In the event of substantial damage to or destruction of any part of the Common Elements, the institutional holder of any first deed of trust or mortgage on a lot will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Property will entitle the Owner of a lot or other party to priority over such institutional holder with respect to the distribution to such lot of any insurance proceeds.

ARTICLE XI

EXTERIOR MAINTENANCE (INCLUDING SIGNAGE & LANDSCAPING)

1. Maintenance of, repairs to and replacements to the Common Elements, including but not limited to signage and landscaping, regardless of whether it is in an easement or city right of way, shall be the responsibility of and shall be furnished by the Association in perpetuity. The cost of maintenance of, repairs to and replacements to the Common Elements shall be part of the common expenses, subject to the By-Laws, Rules and Regulations of the Association. If, due to the act or neglect of a lot Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements, to the sidewalks, or to a lot owned by others, or maintenance, repair or replacement

are required which would otherwise be a common expense, then such lot Owner shall pay for such damage or such maintenance, repair or replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier or the extent any such claim raises insurance premiums.

In addition to the utility and maintenance easements as may appear on the Plat, the authorized representatives of the Association, Board or of the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual lots as may be required in connection with maintenance of, repairs or replacements of the Common Elements or any equipment, facilities or fixtures affecting or serving other lots and the Common Elements or to make any alteration required by an governmental authority.

2. It will be the responsibility of each lot owner to maintain their own mailbox in keeping with the specific design approved by the Developer.

3. Each lot Owner is responsible for all exterior maintenance on his own lot. Each owner shall repair, maintain or replace all exteriors on any building in a good and workman-like manner. Additionally, all landscaping, plants, shrubs, driveways, walks, yards, sidewalk adjacent to the street, etc., shall be maintained in a neat, orderly condition and in a good state of repair and maintenance. All exterior maintenance, including painting, shall be done in the color, method and design that is suitable and approved by the Architectural Committee. The Architectural Committee can base its decisions solely on aesthetic considerations. Each builder of a home on any lot and the lot's Owner shall be responsible to ensure proper drainage of surface water from, across, and through the Owner's lot into the drainage easements for the Development.

ARTICLE XII

GENERAL PROVISIONS

1. Duration. The covenants, conditions and restrictions contained herein shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Development, and all parties claiming under them, until January 1, 2050, at which time they shall be automatically extended for successive periods of ten (10) years each, unless a majority of the votes attributable to Lots in the Development are cast in favor of a proposition to change, amend or revoke the restrictions in whole or in part at a duly called meeting of the Association within the final one (1) year of the term of this Declaration, as it may have been extended. Each purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article XII, Section 1.

2. Amendment. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Developer, without joinder of any Owner, for a period of five (5) years from the date hereof. Thereafter, any amendment of this Declaration will require the affirmative vote of at least two-thirds (2/3) of the Votes entitled to be cast by the then Members of the Association, (both Class A and Class B) at a duly called meeting of the Association at which a quorum is present. To the extent then required by applicable laws and/or regulations, all amendments of this Declaration must be approved by the Planning Commission of the City of Murfreesboro and Rutherford County, or its successor governmental entity. Any such amendment shall not become effective until the instrument evidencing

such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

3. Enforcement. All restrictions herein may be enforced by Developer, its successors and assigns until the termination of the Class B Membership, or by the Association acting by and through its Board or by the Architectural Review Committee, by proceeding at law or in equity against the Person violating or attempting to violate any covenant or covenants, or by any Owner of a lot within Richmond's Retreat subdivision or by the City of Murfreesboro, either to restrain the violation thereof or to recover money damages, together with reasonable attorneys' fees and court costs. Furthermore, after the termination of Developer's Class B Membership in the Association, in the event the Association fails to act to enforce any restriction contained herein, any Owner of any Lot may enforce these restrictions as aforesaid against any other Owner. Notwithstanding the foregoing, the covenants contained herein regarding the Developer's option to purchase Lots shall be enforceable only by Developer and not by its successors or assigns unless said rights are specifically assigned thereby Developer in writing.

4. Partial Invalidity. Any invalidation of any one or more of these restrictions by judgment, court order, or statute, for failure on the part of Developer or its successors or assigns to enforce any of said restrictions, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such restrictions at any time after the violation thereof. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

5. Abatement. In the event that any Owner violates any of the terms or conditions of this Declaration and fails to cure the same within ten (10) days after written notice thereof, then Developer, in addition to any other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable upon demand by Developer, including reasonable attorneys fees.

6. Notice. All notices required or permitted hereunder shall be in writing and effective when deposited in the U.S. mail, postage prepaid, addressed to any Owner at the address of the Lot owned by such Owner, or addressed to the Developer as follows:

Mid Cumberland Development, Inc.
625 South Church Street
Murfreesboro, TN 37130

or such other address as Developer may, by notice to each of the Owners, designate.

7. Headings and Binding Effect. Headings have been inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

8. Exoneration of Developer. Each Owner of any Lot in the Development, or any other party having an interest in any portion of the Development, expressly agrees that no duty or obligation is imposed upon Developer to enforce or attempt to enforce any of the covenants or restrictions contained herein, not shall Developer be subject to any liability of any kind or nature whatsoever resulting out of any claim by any third party asserting that Developer failed to enforce the same.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants, Conditions and Restrictions to be duly executed this 26th day of March, 2012.

MID CUMBERLAND DEVELOPMENT, INC.



By: Robert A. McCormick

Title: Secretary/Treasurer

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Robert A. McCormick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be an officer of MID CUMBERLAND DEVELOPMENT, INC., the within named bargainor, a Tennessee Corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such partner.

WITNESS MY HAND and official seal at my office on this the 26th day of March, 2012.


Notary Public

My commission expires: 4/21/14



MY COMMISSION EXPIRES:
April 21, 2014

EXHIBIT "A"

(Legal Description)

Track 1

BOUNDED on the north by property of John Hooper, Deed Book 350, page 782, Tax Map 58, Parcel 85; the east by Siegel Road; the south by property of Linda Gooch Victory, Deed Book 263, page 640, and property of Dalton H. Stroop, et al, Deed Book 214, page 255, Tax Map 69, Parcel 19.03; the west by property of Dalton H. Stroop, said Deed Book and page and property of Bob Parks, Deed Book 398, page 310, Tax Map 69, Parcel 20.00.

BEGINNING at a pin in the centerline of Siegel Road, this being the SE corner of this Tract and the NE corner of Linda Gooch Victory; thence leaving road and with north fence of Victory, N 69 degrees 24 minutes 55 seconds W, through pin found 24.6 feet off centerline of road and continuing for a total distance of 442.87 feet to a pin found by corner post in east fence of Dalton H. Stroop; thence with east fence of Stroop, N 14 degrees 05 minutes 05 seconds W, 267.49 feet to an iron pin found by an 8 inch Hackberry; thence continuing, N 40 degrees 31 minutes 15 seconds W, 17.11 feet to an iron pin found by corner post; thence with north fence of Stroop, N 83 degrees 56 minutes 05 seconds W, 32.14 feet to an iron pin found in fence line; thence with east fence of Bob Parks, N 01 degrees 43 minutes 35 seconds E, 694.98 feet to an iron pin found in south fence of John Hooper; thence with south fence of Hooper, S 87 degrees 21 minutes 06 seconds E, through an off set pin found 25 feet from centerline of Siegel Road, for a total distance of 551.00 feet to a nail found in road; thence with the centerline of Siegel Road to nails as follows, S 03 degrees 34 minutes 03 seconds W, 617.81 feet; S 02 degrees 08 minutes 36 seconds E, 68.05 feet; S 05 degrees 04 minutes 40 seconds E, 115.84 feet; S 01 degrees 19 minutes 10 seconds E, 112.19 feet; S 04 degrees 57 minutes 34 seconds W, 94.29 feet; S 10 degrees 23 minutes 55 seconds W, 96.23 feet to the beginning, containing 12.23 acres, more or less.

BEING the same property conveyed to Jerry L. Maxwell by Quitclaim Deed from Jean L. Maxwell, dated July 28, 1994, appearing of record in Deed Book 530, page 418, of the Register's Office of Rutherford County, Tennessee. For further source of title see deeds of record in Deed Book 408, page 22, and Deed Book 304, page 300, both of said Register's Office.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXCLUDED FROM THIS CONVEYANCE, is the following parcels of land:

LOCATED in the 9th Civil District of Rutherford County, Tennessee. Bound on the south, west and north by the remaining property of Elmer G. Maxwell (Deed Book 304, page 300); and on the west by Siegel Road.

BEGINNING at a railroad spike set in the centerline of Siegel Road, lying 468.96 feet measured in a southerly direction along the centerline of Siegel Road from the SE corner of John Hooper (Deed Book 350, page 782), said pin being the NE corner of this tract; thence with the centerline of Siegel Road S 03 degrees 34 minutes 03 seconds W, 148.85 feet to a nail set; thence continuing with the centerline of Siegel Road S 02 degrees 08 minutes 36 seconds-68.05 feet to a nail set; thence S 05 degrees 04 minutes 40 seconds E,

115.84 feet to a nail set; thence S 01 degrees 19 minutes 10 seconds E, 20.49 feet to a railroad spike being the SE corner of this tract; thence with the fenceline of the remaining property of Maxwell N 84 degrees 18 minutes 40 seconds W, through an iron pin set 24.66 feet off the centerline of Siegel Road, for a total distance of 224.80 feet to an iron pin set in the fenceline being the SW corner of this tract; thence continuing with the remaining property of Maxwell N 03 degrees 34 minutes 00 seconds E, 343.15 feet to an iron pin set being the NW corner of the tract; thence S 86 degrees 26 minutes 00 degrees E, through an iron pin set 17.72 feet off the centerline of Siegel Road, for a total distance of 198.75 feet to the railroad spike at the beginning, containing 1.64 acres, more or less;

and

Parcels of land containing 0.18 acres and 0.10 acres conveyed to the City of Murfreesboro and further described in deed of record in Record Book 166, page 2021, of said Register's Office.

THIS conveyance is made subject to an Easement to United Cities Gas Company of record in Deed Book 573, page 434; General Public Utility & Drainage Easement to Bob Parks of record in Deed Book 398, page 310; public right-of-way of Siegel Road; and Drainage, Slope & Temporary Construction Easements of record in Record Book 166, page 2021; all of said Register's Office.

SUBJECT property is investment property and is not now nor has it ever been the principal residence of the Grantor.

BEING the same property conveyed to Siegel Road Development Group, LLC from Jerry L. Maxwell, appearing of record in Deed Book 656, page 2554, in the Rutherford County Register's Office.

Track 2

LOCATED in the 9th Civil District of Rutherford County, Tennessee. Bound on the south, west and north by the remaining property of Elmer G. Maxwell (Deed Book 304, page 300); and on the west by Siegel Road.

BEGINNING at a railroad spike set in the centerline of Siegel Road, lying 468.96 feet measured in a southerly direction along the centerline of Siegel Road from the SE corner of John Hooper (Deed Book 350, page 782), said pin being the NE corner of this tract; thence with the centerline of Siegel Road S 03 degrees 34 minutes 03 seconds W, 148.85 feet to a nail set; thence continuing with the centerline of Siegel Road S 02 degrees 08 minutes 36 seconds-68.05 feet to a nail set; thence S 05 degrees 04 minutes 40 seconds E, 115.84 feet to a nail set; thence S 01 degrees 19 minutes 10 seconds E, 20.49 feet to a railroad spike being the SE corner of this tract; thence with the fenceline of the remaining property of Maxwell N 84 degrees 18 minutes 40 seconds W, through an iron pin set 24.66 feet off the centerline of Siegel Road, for a total distance of 224.80 feet to an iron pin set in the fenceline being the SW corner of this tract; thence continuing with the remaining property of Maxwell N 03 degrees 34 minutes 00 seconds E, 343.15 feet to an iron pin set being the NW corner of the tract; thence S 86 degrees 26 minutes 00 degrees

E, through an iron pin set 17.72 feet off the centerline of Siegel Road, for a total distance of 198.75 feet to the railroad spike at the beginning, containing 1.64 acres, more or less.

BEING the same property conveyed to Jean L. Maxwell (n/k/a Jean L. Hinds) by Quitclaim Deed from Jerry L. Maxwell, dated July 28, 1994, appearing of record in Deed Book 530, page 420, of the Register's Office of Rutherford County, Tennessee. For further source of title see deeds of record in Deed Book 408, page 22, and Deed Book 304, page 300, both of said Register's Office.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXCLUDED FROM THIS CONVEYANCE, is a 0.04 acres parcel conveyed to the City of Murfreesboro and further described in deed of record in Record Book 148, page 2340, of said Register's Office.

THIS conveyance is made subject to an Easement to United Cities Gas Company of record in Deed Book 573, page 428; General Public Utility & Drainage Easement to Bob Parks of record in Deed Book 398, page 310; public right-of-way of Siegel Road; and Drainage, Slope & Temporary Construction Easements of record in Record Book 398, page 2340; all of said Register's Office.

BEING the same property conveyed to Siegel Road Development Group, LLC from Jean L. Hinds (f/d/a Jean L. Maxwell) and Daryl Hinds, appearing of record in Deed Book 656, page 2557, in the Rutherford County Register's Office.

BY-LAWS
OF
RICHMOND'S RETREAT
HOMEOWNERS ASSOCIATION, INC.

Record Book
1124 Ps 3692

ARTICLE I

NAME AND LOCATION

The name of the corporation is Richmond's Retreat Homeowners Association, Inc. hereinafter referred to as the "Association." The principal office of the corporation shall be located at 625 South Church Street, Murfreesboro, Tennessee 37130, but meetings of members and directors may be held at such places within the State of Tennessee, County of Rutherford, as may be designated by the Board of Directors.

MEETINGS OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held at such time and place as designated by the Board upon notice given as set out herein.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the

books of the Association or supplied by such member to the Association for the purpose of such notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, such notice shall specify the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

SECTION 5. Voting. The aggregate number of votes for all members of the Association shall be equal to the number of lots which have been subjected to this Association by Plat , amended Plat by the Developer or the Declarations of Protective Covenants, Conditions & Restrictions of Richmond's Retreat, subject to and as modified by Article II, Section 6, of these Bylaws; and each Lot Owner shall be entitled to one (1) vote per Lot owned. Each Lot Owner's respective percentage of ownership interests in any Common Elements shall be the result of a fraction, the numerator being the number of Lots owned by that Lot Owner and the denominator being the number of Lots subject to this Association. If any Lot Owner consists of more than one person, the voting rights of such Lot Owner shall not be divided but shall be exercised as if the Lot Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Lot Owner. The Developer may exercise the voting rights with respect to Lots owned by it.

No Lot Owner who is in default in the payment of his assessments hereunder shall be

books of the Association or supplied by such member to the Association for the purpose of such notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, such notice shall specify the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

SECTION 5. Voting. The aggregate number of votes for all members of the Association shall be equal to the number of lots which have been subjected to this Association by Plat , amended Plat by the Developer or the Declarations of Protective Covenants, Conditions & Restrictions of Richmond's Retreat, subject to and as modified by Article II, Section 6, of these Bylaws; and each Lot Owner shall be entitled to one (1) vote per Lot owned. Each Lot Owner's respective percentage of ownership interests in any Common Elements shall be the result of a fraction, the numerator being the number of Lots owned by that Lot Owner and the denominator being the number of Lots subject to this Association. If any Lot Owner consists of more than one person, the voting rights of such Lot Owner shall not be divided but shall be exercised as if the Lot Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Lot Owner. The Developer may exercise the voting rights with respect to Lots owned by it.

No Lot Owner who is in default in the payment of his assessments hereunder shall be

entitled to exercise his right to vote hereunder until he has cured such default. A Lot Owner shall be deemed to be in default if he has not paid his assessments to the Board, or its agent, within fifteen (15) days after receipt of notice of assessment. A Lot Owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board.

SECTION 6. Membership. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated for ownership of any lot which is subject to assessment.

The Association shall have two (2) classes of voting membership:

The Class members "A" shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. The Developer shall be a Class "B" member and shall have voting rights as set forth in the Declarations of Protective Covenants, Conditions & Restrictions of Richmond's Retreat. Owners of two (2) adjacent residential Lots used as one (1) have one (1) assessment and one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot for Class "A" members.

ARTICLE III

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a Board of six (6) directors, who shall be members of the Association.

SECTION 2. Term of Office. At the first annual meeting, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect two (2) directors for a term of three (3) years.

SECTION 3. Removal. Any director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation,

or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. Prior to each annual meeting of the members, the Nominating Committee shall be appointed by the Board of Directors to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall take as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made by any member.

SECTION 2. Election. Election to the Board of Directors shall be by secret written

ballot. At such election, the members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Board of Director shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

SECTION 3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers. The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of any Common Areas and facilities or any lot in the subdivision and the personal conduct

of the members and their guests thereon and to establish penalties for the infraction thereof; and to enforce these Bylaws. Rules and regulations adopted by the Board shall be submitted to the membership for approval.

- B. Suspend the voting rights and right to use any common facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- C. Exercise for the Association all power, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, or the Articles of Incorporation, or the Restrictive Covenants.
- D. Establish, levy, assess, and collect the assessments or charges as may be necessary.
- E. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- F. Appoint and remove at pleasure all officers, agents, and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such bond as may be deemed necessary. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or director of the Corporation in any capacity whatsoever.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.
- B. Supervise all officers, agents, and employees of this Association and see that their duties are properly performed.
- C. As more fully provided in the Declaration, to:
 - i. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.
 - ii. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.
 - iii. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- D. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- E. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

- F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- G. Cause the Common Area and/or signage to be maintained.

ARTICLE VII

OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein the

acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign promissory notes.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the

Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer:

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; keep proper books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Board shall appoint an Architectural Review Committee(s) and a Nominating Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

The Architectural Review Committee shall consist of the President of the Association, a Board member, as selected by the Board, and a member at large, as selected by the membership at the annual meeting.

ARTICLE IX

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restrictive Covenants, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

SECTION 1. **Obligation for Assessments.** Each member except the Developer is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property (Lot) against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at eighteen percent (18%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any Common Area or abandonment of his Lot.

SECTION 2. **Annual Budget.** The estimated annual budget for each fiscal year shall be prepared and submitted by the Board and copies thereof shall be furnished by the Board to each

Lot Owner, not later than thirty (30) days prior to the beginning of such year. The budget must be approved by two-third (2/3) of the members present at the annual meeting. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Lot Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Lot Owner shall be in accordance with his respective ownership interest in the Association. The Board may determine different allocation with respect to a part of such charges whenever it appears to the Board that such an allocation would be unfair. The allocations shall be applied uniformly to all Owners of like situations. The allocation of the Board shall be final and binding upon all parties. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Lot Owner shall continue to pay each month the amount of his respective monthly assessments as last determined.

SECTION 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of closing title to his Lot, each Lot Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Association and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. Annual Report. Within forty-five (45) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall

cause to be furnished to each Lot Owner a statement for such year so ended showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. Supplemental Budget. In the event that during the course of any year it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Lot Owner, and thereupon a supplemental assessment shall be made to each Lot Owner for his proportionate share of such supplemental budget.

SECTION 6. Expenditures. Except for expenditures and contracts specifically authorized by the Declaration and Bylaws, the Board shall not approve any expenditure in excess of Two Thousand Five Hundred Dollars (\$2,500.00) unless required for emergency repair, protection, or operation of any Common Elements, nor enter into any contract for more than three (3) years without a ninety (90) day cancellation clause without the prior approval of two-thirds (2/3) of the total membership of the Association and without securing consents of mortgagees, if necessary.

SECTION 7. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against any Property of the Association or any Common Elements, rather than a lien against only a particular Lot ownership. When less than all the Lot Owners are responsible for the existence of any such lien, the Lot Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees,

incurred by reason of such lien.

SECTION 8. **Holding of Funds.** All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Lot Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Lot Owners in the percentages of the Lot Owners as from time to time existing.

ARTICLE XI

INDEMNIFICATION

Section 1. **General.** The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the Bylaws of the Association, and the Board against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, or committee members on behalf of the Unit Owners or arising out of their status as directors, Board, officers, or committee members, unless any such contract or act shall have been made in clear violation of the Restrictive Covenants or these Bylaws, or fraudulently, or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to counsel fees, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative, or other in which any such director, officer, Board, or committee member may be involved by virtue of such persons being or having been such director, officer, Board, or committee member; provided, however, that such

indemnity shall not be operative with respect to the following:

- A. Any matter as to which such person shall have been finally adjudged in such action, suit, or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, or committee member.
- B. Any matter settled or compromised unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for criminal (i.e., a felony) acts, or clearly violating the Declaration or these Bylaws, or for gross negligence or fraud in the performance of his duties as such director, officer, Board, or committee member.

SECTION 2. Success on Merits. To the extent that a member of the Board of Directors, or an officer of the Association, or a member of any committee appointed pursuant to the Bylaws of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking satisfactory to the Board by or on behalf of the person entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

SECTION 4. Miscellaneous. The Association and the Board shall have the power to

raise and the responsibility for raising by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Lot Owner arising out of any contract made by or other acts of the directors, Board, officers, or members of such committees, or out of the aforesaid indemnity in favor of the directors, Board, officers, or members of such committees, shall be limited to such proportion of the total liability hereunder as said Lot Owner's percentage of interest in the Association bears to the total percentage interest of all the Lot Owners in the Association. Every agreement made by the directors, Board, officers, members of such committees, or by any Managing Agent on behalf of the Lot Owners shall provided that the directors, Board, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as expressly set forth herein), and that each Lot Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Association bears to the total percentage interest of all Lot Owners in the Association. The indemnification provided by this Article shall be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association, or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board of Directors, officer of the Association, or a member of such committee and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of such person or entity. In no event shall this indemnity exceed coverage occasioned by officers' and directors' liability insurance coverage which the Association shall be required to carry and maintain to the extent that the same is reasonably

available in the marketplace.

Record Book
1124 Ps 3709

ARTICLE XII

AMENDMENTS

SECTION 1. These By-Laws may be amended at a regular or special meeting of the members by a majority of a quorum of the members present in person.

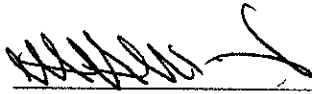
SECTION 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declarations of Protective Covenants, Conditions & Restrictions of Richmond's Retreat, and these Bylaws, the Declarations of Protective Covenants, Conditions & Restrictions of Richmond's Retreat shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. The Board may elect a different fiscal year.

IN WITNESS WHEREOF, I, being the Incorporator of the Richmond's Retreat Homeowners Association, Inc., have hereunto set my hand this the 26th day of March, 2012.



Robert A. McCormick, Incorporator

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 691594
Rec'd: 225.00 Instrument #: 1776128
State: 0.00
Clerk: 0.00
Other: 2.00 4/18/2012 at 9:27 AM
Total: 227.00 in
Record Book 1124 Pgs 3666-3710

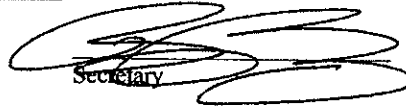
CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

That I am the duly elected and acting secretary of the Richmond's Retreat Homeowners Association, Inc., a Tennessee corporation, and

That the forgoing Bylaws constitute the original Bylaws of said Association as duly adopted at a meeting of the Incorporator thereof held on the 26th day of March, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 26th day of March, 2012.


Secretary

STATE OF TENNESSEE)
COUNTY OF Rutherford)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Robert A. McCormick Esq. Blair, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon their several oaths, acknowledged that they executed the foregoing instrument for the purposes contained therein.

Witness my hand and seal at office, this 26th day of March, 2012

Rebecca A. Coadlock
Notary Public

My commission expires: 4/21/14



MY COMMISSION EXPIRES:
April 21, 2014