

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**JAMISON PLACE, SECTION I, PHASE II**

**9th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE**

THIS DECLARATION, made on the date hereinafter set forth by SWANSON REALTY, LLC a Tennessee Limited Liability Company, hereinafter referred to as "Declarant," the Developer of Jamison Place.

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of a certain tract of real estate that has been subdivided and named Jamison Place, Section One, Phase II according to a plat of same made by, Huddleston Steel Engineers, which plat is of record in Plat Book 24, page 294, all In the Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

- A. Association. Association shall mean and refer to Jamison Place Homeowner's Association, its successors and assigns.
- B. Owner. Owner shall mean and refer to the record owner, (including Declarant) whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding, those having such interest merely as security for the performance of an obligation.
- C. Property. Property (whether singular or plural) means all the land, property and space which is the subject of this instrument (by amendment or otherwise), and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the owner.
- D. Common Areas. Common areas shall mean all real property and the improvements thereon owned or maintained by the Association for the common use and enjoyment of the owners. Common area to be owned by the Association at the time of the conveyance of the first lot is

as described on the plat of record in the Plat Book, and on the page as set forth hereinabove shall also include, but not be limited to, decorative entrances into the subdivision, street islands, stop sign posts, street sign posts, berms, and sidewalks.

- E. Declarant. Declarant shall mean and refer to Swanson Realty, LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
  - F. Lot. Lot shall mean and refer to any numbered plot of land shown upon any recorded subdivision map for the properties with the exception of the common areas and dedicated streets, if any. Title to lots will be held by an Owner or Owners in fee simple. Proposed lots in future sections which are added shall become part of the Association when the first lot is sold in the new Section. An Amendment to this Declaration and a new or amended Plat shall be recorded simultaneously. It is within the discretion of the developers to change, modify, add, or delete any or all documents for each section or phase of development. It is at the discretion of the developers to change, modify, add or delete any or all documents for each section or phase of development.
  - G. Residence or Unit. Residence or Unit shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
  - H. Member. Member shall mean and refer to every person or entity who holds legal or equitable title to a lot located within the Subdivision.
  - I. Declarant, successors or assigns should acquire more than one undeveloped lot from the Declarant for the shall mean and refer to Swanson Realty, LLC, its successors and assigns, if such purposes of development. Declarant shall be synonymous with developer for the purpose of this declaration.
  - J. Common Expenses. Common expenses mean and include (a) expenses of administration, operation, management, repair or replacement of the common Areas of the project, (b) expenses declared common by the provisions of the instrument or the Charter, or by-laws of the Association, (c) all sums lawfully assessed by the Board and (d) expenses as provided in any duly authorized management agreement.
  - K. Plat. Plat means the plat of survey of the Property of record in the said Plat Book and on the said page as recited hereinabove, showing the number of each Lot and expressing its area, location and other data necessary for identification and any new or amended plats added pursuant to this Declaration. Developer is authorized and empowered irrevocably to amend the Plat (without joinder of any Lot Owner) to reflect as-built construction, to correct mistakes and to more clearly define common elements.
  - L. Majority or Majority of the Lot Owners. Majority or Majority of the Lot Owners Means the owners of more than fifty (50%) percent of the undivided membership in the Association present and then eligible to vote. Any specific percentage of Lot Owners means that percentage of Lot Owners who in the aggregate own such specified percentage of the entire undivided membership in the Association, present and then eligible to vote.
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**ARTICLE II**  
**THE ASSOCIATION**

Section 1. Every owner of a lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. 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 vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals seventy-five percent (75%) of the Lots.
- (b) On February 1, 2005.

Section 3. The Association shall annually elect Officers to carry out the business affairs of the Association. The officers shall at a minimum include a President and a Secretary.

**ARTICLE III**  
**INSURANCE**

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area 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 insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Dwelling Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a Common Expense of the Association to be included in the regular Common Assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Dwelling Units shall be

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written in the name of, and the proceeds thereof shall be payable to the Association as Trustee for the Homeowners.

Section 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 the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot 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.

In the event that the Association is maintaining blanket casualty and fire insurance on the Dwelling Units, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. 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 replacement of the property which may have been damaged or destroyed.

#### ARTICLE IV CONVENANTS FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and specifically for the purpose of maintaining the Common Areas and paying for the Common Expenses.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be determined by the association, but shall not be less than two-hundred and forty dollars (\$240.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the minimum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
  - (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members
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who are voting in person or by proxy, at a meeting duly called for this purpose.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including turn lanes, fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a semi-annual basis.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall be billed by the Association on a semi-annual basis, and commence as to all Lots on the first day of the month following the conveyance of the lot. The first quarterly assessment shall be adjusted according to the number of months remaining in the quarter. The Board of Directors shall fix the amount of the assessment against each Lot on an annual basis, at least thirty (30) days in advance of the first calendar quarter of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be March 31, June 30, September 30, and December 31. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to

payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V**  
**PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (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 during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE VI**  
**ARCHITECTURAL CONTROL**

The Association, under the guidance of its Officers, shall have architectural control over the Property only so far as set forth herein.

The Association's architectural control as set forth herein exists in order to assure maximum protection to all lot owners, to assure continuity and to have conformity to high aesthetic and environmental standards, and to have the initial but non-exclusive right to enforce these covenants. The Association shall have the powers and duties necessary for the proper care and control of any common areas in said subdivision, such as entrances, undeveloped lots and buffer zones and may do all acts as set forth herein or as delegated by the lot owners of the subdivision. Such powers and duties of the Association shall be limited to, the following:

- (a) Construction plans and specifications for any outbuildings to be erected on any lot must be submitted to the Association for its approval. No outbuildings or fences shall be commenced or constructed prior to receiving approval by said Association in writing. The Association shall ascertain that the exterior design and exterior finishes of any outbuilding are in harmony with the above-stated goals and standards to the end that the dwellings located in the subdivision are uniform and aesthetically pleasing, without the utilization of garish colors or architectural design. In fact, the Association shall be the sole arbitrator of said exterior design and finish and may withhold approval for any reason, including purely aesthetic considerations. The Association shall designate any changes or alterations which shall be necessary for approval. Plan approval or a statement
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of changes or alterations shall be forwarded in writing to the lot owner. Failure by the Association to approve or reject within a 30 day period of time shall constitute approval.

(b) Meetings of the Association may be held at such time and place as the members shall determine, and provided a majority of the whole Association is present, no prior notice is necessary. At all meetings of the Association, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Association. Said Association shall elect a chairman to preside and a secretary to take minutes and communicate with interested lot owners. *Robert's Rules of Order* will be followed in the conduct of business of the Association.

(c) There shall be a general right-of-way and easement for the benefit of the Association, its officers, agents and employees to enter upon lots or buildings to perform their respective duties and to exercise their powers as enumerated in these covenant, or future construction.

1. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family. Group homes of any kind are expressly prohibited.
  2. No lot shall be resubdivided, but shall remain as shown on the recorded plat, and not more than one residence building may be constructed or maintained on any lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots.
  3. No noxious or offensive operation shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood.
  4. No animals of any kind shall be allowed or maintained on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept for commercial purposes.
  5. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence on any lot.
  6. All yard equipment, playground equipment or ornamental art must be approved by the Architectural Review Committee before placed on any lot.
  7. The developers of this subdivision, or their assigns, or the Architectural Review Committee, or its designees, reserve the right to enter upon any lot or dwelling during construction for the purpose of enforcing said covenants and cutting of grass, trimming trees and shrubs or generally cleaning up such lot if the same reasonably requires, charging the expense thereof to the owner thereof, which shall become a lien on the lot. Owners of unimproved lots will mow their lot(s) according to city requirements allowing the grass to reach no more than twelve (12) inches in height.
  8. All mailboxes shall be provided by the developer at owners expense and remain uniform throughout the development. After the mailbox is completed, any maintenance repair or reconstruction for any reason shall be the sole responsibility of the owner.
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9. All homes will have ninety percent (90%) masonry exterior. Vinyl and aluminum finishes will be allowed on dormers and soffits.
  10. No building shall be constructed or maintained any closer to the street than the setback line as shown on the recorded plat; provided, however, unclosed porches, either covered or uncovered, bay windows, steps or terraces shall be permitted to extend across the setback lines; provided further, however, that the main structure does not violate the setback line.
  11. The minimum interior heated living area of any single family dwelling, exclusive of open porches and garages, shall be 1,800 square feet plus unfinished bonus of at least 200 square feet.
    - a.) Ground floor to have nine (9) foot ceilings.
    - b.) All exterior windows shall be aluminum clad with built-in wood jambs
    - c.) All roofs to have dimensional shingles.
  12. All dwelling houses shall have an attached 2 car garage, that is side or rear entry.
  13. All outbuildings shall be constructed so as to blend and be comparable in structure to the residence on any lot. All outbuildings must be approved by the appropriate governmental authority and the Architectural Review Committee before construction may begin. All such outbuildings shall be "stick built" on site. No prefabricated outbuildings shall be permitted.
  14. The only fences (other than wire or chain link, which are expressly prohibited) which shall be permitted on lots shall be those erected with the express prior written approval of the Architectural Review Committee, which is charged to insure that said fences conform to the general character and atmosphere of the neighborhood. The Committee may require, as a condition of approval the use of hedges or other greenery as screening for the fence. All fences must be maintained in good repair, and landowners agree to abide by reasonable requests for repairs and maintenance as may be made by the Architectural Review Committee. On all lots except corner lots, no fence shall be permitted between the front of the building or setback line and the front or sides of any lot is permitted, provided such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. On all corner lots no fence shall be permitted between either building or setback line and either street. In the event a landowner incorporates any utility, landscape or drainage easement shown on the recorded plat within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage or other use of said easement.
  15. No lot shall be used as a dumping ground for rubbish or trash. All lots shall be kept in a clean and sanitary condition and free and clear of all litter. Each owner shall be responsible for the safe, clean and attractive maintenance of all land, buildings, improvements and landscaped areas of any lot. No inoperative or junk automobiles shall be permitted on any lot or street in the subdivision.
  16. The Declarant or its assigns reserves the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonable requires, charging the expense thereof to the lot owner, which expense shall become a lien upon the lot.
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17. No sign of any kind shall be displayed on any lot without approval of the Association, except for realty signs (4 square feet maximum) advertising the property "For Sale." Campers and trailers will be stored out of site from the street and will not be a nuisance to neighbors as determined by the Architectural Review Committee.
  18. Unlicensed vehicles must be parked in the garage. Parking in the street for owners is prohibited after sundown. Campers and trailers will be stored out of site from the street and will not be a nuisance to neighbors as determined by the Architectural Review Committee.
  19. Children of residents or their guests shall not be permitted in drainage ditches. Each owner should be responsible to see that their children and guests are prohibited from such activity.
  20. Developer reserves a perpetual easement for utility installation, maintenance and drainage five feet in width along each side and rear lot line.
  21. Developer further reserves unto itself, its successors and assigns, the following easements and rights of way in, on, over, under and through all lots, and each building located thereon, for so long as Developer owns any lot or building primarily for the purpose of sale, to-wit:
    - a.) For the installation, construction and maintenance of conducts, lines and necessary or property attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
    - b.) For the construction of buildings and related improvements;
    - c.) For the installation, construction and maintenance of storm water drains, public and private sewers and any other public or quasi-public utility facility;
    - d.) For the use of any sales office, model units or buildings and parking spaces in connection with its efforts to market lots and/or dwelling houses;
    - e.) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion improvement and sale of lots and/or dwelling houses.
  22. Exterior television and radio antennas shall not extend above the ridgeline of the dwelling house roof. Satellite dishes shall not exceed twenty-four inches in diameter, unless approved by the Architectural Review Committee and all neighbors within site line of dish. All dishes shall be located so that they are not visible from the street.
  23. No outside clothesline or other apparatus for the drying of clothes shall be permitted.
  24. All building setback lines required by the controlling governmental authority shall be strictly observed and followed.
  25. Lot owners are prohibited from obstructing the free flow of storm surface water drainage and/or diverting, and/or changing such drainage flow in any manner resulting in damage or hazard to any other lot owner.
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26. All driveways shall be surfaced with poured concrete and be not less than 16 feet in width from the back of curb to the turn around. Concrete should be broom finished or exposed aggregate.
27. All landscaping shall be maintained as installed at a minimum. If any landscaping should die it should be replaced immediately with equal the original size or better.
28. All plans will be drawn by architect/design company, final drawings must be approved by signature and dated by Architectural Review Committee. At the time of signature(s) all exterior finishes including landscape plan, detached buildings, fence and exterior finishes must be approved by same.
29. No front entry garages on main dwelling. Detached structures see article VI:13
30. Swimming pools must be located to the rear, side, or enclosed within the main dwelling. All swimming pools shall be fenced for safety. No above ground pools will be allowed on any lot. In ground pools must be of a design and location which meets with the Architectural Review Committee approval.
31. Corner lights, eve lights and security lights shall be recessed into eve of home. Lights used for gatherings shall be turned off no later than 10:00 p.m. each evening. All exterior lighting shall be positioned so as not to focus on any neighbors window.
32. Fireplaces shall be enclosed with masonry construction.
33. All equipment, coolers and garbage cans shall be suitably screened, to conceal the same from the view of the neighboring streets and open areas.
34. All yard areas shall be seeded and strawed at a minimum and maintained by watering, overseeding, fertilizing and cutting as required to establish a healthy growth of same within six (6) months of certificate of occupancy.
35. Sidewalks shall be provided by home builder at all streets upon completion of homes in any recorded section or phase. Sidewalks will be broom finished concrete.
36. All improvements, berms, sidewalks, entry signs, etc. shall remain in place as installed by developer.
37. No homes shall face or have driveways facing or entering onto Jamison Place.
38. All homes will have four (4') foot sidewalks in the front at the street.
39. No Commercial business of any nature shall be conducted on any lot in the subdivision.

#### INTERIOR RESTRICTIONS/COVENANTS

40. A. A minimum of molding to include 3 ½ inch casing, 5 ¼ inch base is required on the ground floor with exception to closets and garage.  
B. Additional molding to include a minimum of one (1) piece crown required on remaining ground floor with exception of garage, pantry, and closets.
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- C. Kitchen cabinets must have solid surface tops (ceramic, marble, granite, formica, etc.).
  - D. Bath and additional cabinets must have cultured marble or comparable tops as a minimum, with the exception of the laundry room.
  - E. Fiberglass tub/shower inserts are allowed
  - F. Tile or wood floors are required in the foyer.
  - G. Master bathroom floors must be tile.
41. There is hereby appointed an Architectural Review Committee to be comprised of FIVE (5) individuals two of which will not be partners or employees of Swanson Realty, LLC. The initial Committee shall be composed of Joe Swanson, Jr., Terry Swanson, Adam Swanson, Debby Kirk, and Carmel Tritchler. If a member resigns, a new committee member shall be chosen by the four remaining members. When all of the lots have been sold by Swanson Realty, LLC, or at such earlier time as Swanson Realty, LLC, shall determine the lot owners in this subdivision shall become members of the Homeowners Association and the Homeowners Association will then determine the composition and terms of the Architectural Review Committee and be specifically authorized to charge and collect maintenance fee from all lot owners in order to pay the expenses of the operation, care, beautification, upkeep and maintenance of the Subdivision.
42. It is expressly covenanted and agreed that the Architectural Review Committee shall have the jurisdiction and authority to determine the existence of noxious or offensive operations or an annoyance or nuisance, but only after an opportunity for a hearing before the Committee is given to the person or individuals charged with conduction of a noxious or offensive operation or any annoyance or nuisance to the neighborhood. All lot owners shall be notified of the time and place of the hearing and will be allowed an opportunity to express their opinion. Refusal to abide by the decision of the Committee shall be deemed a breach of these covenants and shall authorize any lot owner or the Committee to proceed in a court of competent jurisdiction to obtain such protective orders and damages as are appropriate under the circumstances then and there existing.
43. The members of the Architectural Review Committee shall not be liable to lot owners for any mistake of judgment, negligence or otherwise, except for their individual willful misconduct or bad faith. The members of the Architectural Review Committee shall not receive any compensation for their services thereon.
44. A perpetual easement, is reserved on each lot ten (10) feet in width contiguous and parallel to each side lot line and ten (10) feet contiguous and parallel to each rear lot line for the construction and maintenance of utilities, such as drainage, electricity, gas, water main, sewage, berms, fencing, irrigation, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
45. It is understood and agreed that all easements granted herein, or by deed, or identified in the recorded plat of Jamison Place, Phase II, Section I, may be used to service existing or additional subdivision sections.
46. Utility lines and services in this subdivision will be underground and located within the appropriate easement areas.
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**TERMINATION, EXPIRATION, & AMENDMENTS**

47. If any of the provisions of this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and in effect and shall not be otherwise affected thereof.
48. The above covenants running with the land shall expire thirty (30) years from the date of recording of this instrument; but shall be deemed automatically renewed for an additional fifteen (15) years unless over fifty (50%) percent of the lot holders in Jamison Place, Phase II, Section I, agree in writing that the automatic renewal shall not occur.
49. Amendments to these Covenants may be made by a unanimous recommendation of the Architectural Review Committee and seventy-five (75%) percent of all lot owners in Jamison Place, Phase II, Section 1.

**ARTICLE VII**  
**GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a two-thirds (2/3) vote of the Homeowners' Association as provided in article IV of this Declaration of Covenants, Conditions and Restrictions. Voting shall be as provided in said Article III and any amendment filed hereto certified by the secretary of the corporation indicating said amendment was duly authorized shall effectively amend the Declaration of Covenants, Conditions and Restrictions herein contained.

Section 4. Annexation. Additional adjacent land, the general description of which may be found in Deed Book 581, Page 438 of the Register's Office for Rutherford County, Tennessee, may be annexed by the Declarant without the consent of the members within ten (10) years of the date of this instrument, provided that the FHA and the VA determine that the annexation is in accord with the general plan and heretofore approved by them

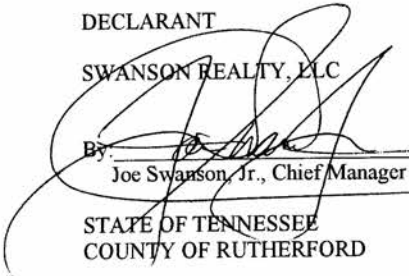
Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set  
its hand this 8<sup>th</sup> day of August, 2001  
May, 2002

DECLARANT

SWANSON REALTY, LLC

By: 

Joe Swanson, Jr., Chief Manager

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned authority, a Notary Public in and for the State and County  
aforesaid, JOE SWANSON, JR, whom I am personally acquainted (or proved to me on the basis  
of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of  
SWANSON REALTY, LLC., the within named bargainor, a corporation, and he as such  
President, being authorized so to do, executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by himself an such President.

WITNESS MY HAND and official seal at my office on this the 8<sup>th</sup> day of August,  
2001  
2002

George H. White  
Notary Public

My commission expires: 2/20/06



Prepared by:

Jack E. Gritton, Atty.  
752 South Church Street  
Murfreesboro, TN 37130

Jennifer M Gerhart, Register  
Rutherford County Tennessee  
Rec #: 296449 Instrument 1124955  
Rec'd: 65.00 NBK: 64 Pg 596  
State: 0.00  
Clerk: 0.00  
EDP: 2.00  
Total: 67.00  
Recorded  
5/9/2002 at 11:00 am  
in Record Book  
155 Pages 290-302