Heather Dawbarn, Register
Rutherford County Tennessee
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This Instrument Prepared By:
White & Polk, P.C.
Attorneys at Law
107 West College Street
Murfreesboro, Tennessee 37130

RESTRICTIVE COVENANTS APPLYING TO STOVERS GLEN SUBDIVISION SECTION 1

Charles K. Waldron and wife, Sharon R. Waldron (hereinafter "Developer") being the owners in fee simple of the real estate that has been subdivided and named STOVERS GLEN, SECTION I, according to a survey and plat of same made by HUDDLESTON-STEELE ENGINEERING, INC., which plat is of record in Plat Book 39, page 259, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind themselves, their heirs, successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of lots in said STOVERS GLEN SUBDIVISION, SECTION I, their heirs, successors and assigns.

Additional sections may be annexed by Developer and made subject to these restrictions from portions of the real property described in Deed Book 488, page 727, of record in the Register's Office of Rutherford County, Tennessee, by execution of a document signed by Developer annexing additional sections and making them subject to these restrictions and recording same in the Register's Office of Rutherford County, Tennessee.

1. There is hereby appointed an Architectural Review Committee to be comprised of three people. The initial committee shall be composed of David V. Waldron, Gregory E. Waldron and Charles K. Waldron, with the initial terms expiring on the following dates:

DAVID V. WALDRON	January 1, 2019
GREGORY E. WALDRON	January 1, 2020
CHARLES K. WALDRON	January 1, 2021

As each member's term expires, a new member shall be chosen by the remaining two members to serve a three-year term. Committee members shall be eligible for re-election. All committee members will serve for three years or until their successors are elected by the remaining committee members. Any further committee member must either own in his own name, or jointly, a subdivided lot in STOVERS GLEN SUBDIVISION, ALL SECTIONS.

The Architectural Review Committee 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 Architectural Review Committee has 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 Committee shall include, but not be limited to the following:

A. Construction plans and specifications for any building to be erected on any lot must be submitted to the Committee for its approval. No construction, reconstruction, remodeling, alteration or additions of any structure, building, fence, driveway, path, landscaping or other improvements of any nature shall be commenced or constructed prior to receiving approval by said Committee in writing. The Committee shall ascertain that the exterior design and exterior finishes of any structure 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 Architectural Review Committee shall be the sole arbitrator of said exterior design and finish and may withhold approval for any reason, including purely aesthetic considerations. The Committee shall designate any changes or alterations which shall be necessary for approval. Plan approval or a statement of changes or alterations shall be forwarded in writing to the lot owner. Failure by the Committee to approve or reject within a thirty (30) day period of time shall constitute approval. If necessary, the Committee shall diligently work to comply with all ADA requirements.

B. Meetings of the Architectural Review Committee may be held at such time and place as the members shall determine, and provided a majority of the whole committee is present, no prior notice is necessary. At all meetings of the Committee, 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 Committee. Said Committee 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 Committee.

C. The members of the Architectural Review Committee shall not be liable to lot owners for any mistake of judgment, negligent or otherwise, except for their own individual and willful misconduct or bad faith.

D. The members of the Architectural Review Committee shall not receive any compensation from the Committee or the lot owners for their services thereon.

E. There shall be a general right-of-way and easement for the benefit of the Architectural Review Committee, 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 covenants.

F. The Architectural Review Committee shall have the right to impose additional restrictions and requirements on any lot at time of sale whereby these additions shall enhance the subdivision. The review committee shall also have the right to waive any restrictions or covenants for any lot when such waiver is deemed necessary to enhance the subdivision. Any additional restrictions or waivers made shall apply to the lot upon which it is imposed and does not necessarily set a precedent for future construction.

G. The Architectural Review Committee shall be allowed to communicate electronically.

2. 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, EXCEPT as setforth in paragraph 16(D) below.

3. No lot shall be resubdivided, but shall maintain 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 subdivision into more lots.

4. No noxious or offensive operations 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. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot, except that dogs, cats or other common household pets may be kept and housed inside the single family residences, provided they are not kept for commercial purposes. No exotic pets such as snakes, lizards, monkeys, alligators, pot-bellied pigs, etc., shall be permitted. In no event shall any household maintain more than two (2) domestic pets within the premises.

5. No trailer, mobile home, basement, tent or garage placed on or erected on any lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted; provided, however, that on Lots 3-12, basements for a home may be permitted as approved by the Architectural Review Committee. No pre-existing house shall be moved onto any lot, it being the intention of the developers that all buildings be constructed on site. Pre-fabricated trusses and wall panels may, however, be used in connection with onsite construction.

6. No building shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat; PROVIDED, HOWEVER, enclosed 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. However, any variance granted by proper governmental authority is acceptable.

7. The interior heated living area of any single family dwelling, exclusive of open porches and garages, shall be a minimum of 2,000 square feet of heated area.

8. All dwelling houses shall be built with a two-car garage. PROVIDED, HOWEVER, that after construction has been completed and the lots sold, subsequent owners may then convert the two-car garage to a finished living area, subject, however, to the prior approval of the Architectural Review Committee.

9. 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". No prefabricated outbuildings shall be permitted, except for Dutch Barns of similar construction to the residence.

10. Each residence shall have a masonry, rock or manufactured rock finish on a minimum of 50% of the exterior surface. All foundations shall be masonry, rock or manufactured rock to grade.

11. No fence shall be permitted between any rear corner of the dwelling house and the street on any corner lot. The use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted provided that such hedges, shrubbery or evergreens are not in excess of forty-two (42) inches in height. All fences must be approved by the Architectural Review Committee as to material, construction and location before being erected. Wood fencing shall not be permitted.

12. 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, junk, or unlicensed vehicles shall be permitted on any lot or street in the subdivision.

13. The Developer or its assigns reserve the right to enter upon any lot for the purposed of cutting grass and cleaning up such lot if the same reasonably requires, charging the expense thereof to the lot owner, which expense shall become a lien upon the lot.

14. No sign of any kind shall be displayed on any lot without approval of the Architectural Review Committee, EXCEPT for small realty signs (16 square feet maximum) advertising the property "For Sale" of "For Rent" or "For Lease".

15. All recreational vehicles, boats, motor homes, campers, trailers, or hobby vehicles shall be kept on the rear one-fourth (1/4) of any lot unless kept in a garage or screened so as not to be visible from the street. All such vehicles shall be located on poured concrete pads.

16. Developer reserves a perpetual easement for utility installation, maintenance and drainage five feet in width along each side and rear lot line.

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 the Developer owns any lot or building primarily for the purpose of sale, to-wit:

A. For the installation, construction and maintenance of conduits, lines and necessary or property attachments in connection with the transmission of electricity, gas, water, telephone, internet, 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, trailer, 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.

17. Exterior television and radio antennas shall not extend more than two feet (2') in height above the ridge line of the dwelling house roof. Satellite dishes shall not extend twenty four inches (24") in diameter. Any installation and placement must be pre-approved by the Architectural Review Committee.

18. Exposed metal fireplace chimneys are prohibited. Direct fireplace vents through the exterior wall of a residence are permitted on the end or the back of the residence.

19. No outside clotheslines or other apparatus for the drying of clothes shall be permitted.

20. No above ground swimming pools shall be permitted.

21. All building setback lines required by the controlling governmental authority shall be strictly observed and followed. Variances by such authority are permitted.

22. 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.

23. All driveways shall be surfaced with exposed aggregate concrete.

24. All mailboxes shall be of an ornamental metal design and be constructed of materials as approved by the Architectural Review Committee.

25. A. After commencement of the development and construction of homes in the subdivision, the Developer shall establish and manage Stovers Glen Homeowners Association, Inc. for the purpose of establishing rules, regulations, schedule of payments, including penalties for late payments, and authority for insuring and providing for the perpetual maintenance of all common areas and detention ponds. The term "common area", as used in these restrictions, shall consist of all areas designated as common areas on the plat or plats for the subdivision and all improvements constructed thereon, including, but not limited to, all development entrance signage, walls, fences, and landscaping. The rules, etc., so established by the Homeowners Association shall be binding upon all purchasers of lots in the subdivision, their heirs, successors and assigns until such time as the management of the Homeowners Association is vested in the remaining lot owners as hereinafter set forth. After one hundred percent (100%) of the construction of single family residential units has been completed, the Developer shall transfer management of the Homeowners Association to a Managing Committee. Said Managing Committee shall consist of five (5) persons, each of whom must own at least one (1) lot in the subdivision and each of whom must be in good standing with the Homeowners Association and not otherwise in violation of any provision of these Restrictive Covenants, and who shall serve and act on behalf of the Homeowners Association until such time as their successors are elected by a majority of the lot owners in said subdivision, each lot owner having one vote per lot. The initial members of the Managing Committee shall be appointed by the Developer. The rules, regulations and schedule for payments, including late fees for those not paying on time, established by the Developer shall be continued by the Managing Committee but may be changed from time to time by a similar majority vote of the committee or any succeeding Managing Committee.

B. The Homeowners Association is authorized to enforce the provisions of these restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate its provisions, including the failure by such person or persons to pay the monthly maintenance fee as may be hereafter established. In the event litigation is implemented for the enforcement of these restrictions or for the collection of any maintenance fees due hereunder, the Homeowners Association shall be entitled to recover all costs of collection and late fees, including its reasonable attorney fees.

C. All sums assessed but unpaid for maintenance fees chargeable to any lot owner shall constitute a lien on such lot superior to all other liens and encumbrances, except only for tax and special assessment liens made by governmental entities on the lot in favor of any assessing governmental entity, and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums that may be provided by such encumbrances. To evidence such a lien, the Association or managing agent shall prepare a written notice of lien assessment, setting forth the amount of such unpaid indebtedness, the amount of any accrued interest and late charges thereon, the name of the owner of the lot and a description of the lot. Such notice of lien shall be signed by a member of the Association or by managing agent on behalf of the Association and shall be recorded in the office of the Register of Deeds in Rutherford County, Tennessee. Such lien shall attach and be effective from the due date of the assessment until all sums with interest and other charges thereon shall have been fully paid. Such lien provided for herein may be enforced by the foreclosure of the lot encumbered by the assessment by lien by the Association in a like manner as a mortgage on real property upon the recording of a Notice of Lien thereof. If the lot owner fails to pay said sums of money due, together with the cost of collection, including reasonable attorney's fee, the Association or managing agent is hereby authorized and empowered upon giving twenty-one (21) days notice, by publication once a week for three consecutive weeks in some newspaper published in Rutherford County, Tennessee, to sell said lot at the door of the Rutherford County Courthouse in Murfreesboro to the highest bidder for cash and free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived by the lot owner, and the Association through its managing agent is authorized to make a deed to the purchaser. In such proceeding, the lot owner shall be required to pay the costs, expenses and reasonable attorney's fee incurred for filing the lien; and in the event of foreclosure proceedings, all additional costs, all expenses, attorney's fee and advertising costs incurred in connection with such proceeding, The lot owner being foreclosed shall be required to pay the Association the monthly assessment for the lot during the period of foreclosure and the Association shall be entitled to a receiver during foreclosure to collect the same from the defaulting owner or successors to such owner or from profits occurring from the sale of the lot. The Association shall have the power to bid on the lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appertain to, conveyor otherwise deal with same.

D. The lien provided for herein shall be subordinate to any first mortgage. Sale or transfer of any lot shall not affect the assessment liens or liens provided for in the preceding sections. However, the sale or transfer of any lot which is subject to any first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to the payment thereof for the payments which become due prior to such sale or transfer. No such sale or transfer shall relieve said lot from liability for any assessment thereafter becoming due or form the lien thereof.

E. For the purposes of this paragraph (A) a sale or transfer of lot shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title, UPON THE TRANSFER OF A LOT FROM THE OWNER/DEVELOPER TO AN INITIAL LOT OWNER AND THEREAFTER UPON EACH SUBSEQUENT TRANSFER, THE NEW LOT OWNER SHALL PAY TO THE ASSOCIATION A TRANSFER FEE PLUS A WORKING CAPITAL FEE SIMULTANEOUS WITH SUCH CONVEYANCE. THE INITIAL AMOUNT OF SUCH TRANSFER FEE SHALL BE $200.00. IN ADDITION, THE INITIAL AMOUNT OF SUCH WORKING CAPITAL FEE SHALL BE $150.00. THE AMOUNT OF SUCH FEES MAY BE CHANGED BY THE ASSOCIATION AT ANY TIME AND FROM TIME TO TIME. NON-PAYMENT OF THESE FEE AT THE TIME OF CONVEYANCE SHALL GIVE THE ASSOCIATION ALL RIGHTS OF COLLECTION AND ENFORCEMENT AS PROVIDED HEREIN.

F. The Managing Committee exists in order to assure maximum protection to all lot Owners, to assure continuity and conformity to high aesthetic and environmental standards, and to have the initial but non-exclusive right to enforce these covenants. The Managing Committee shall have the powers and duties necessary for 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 Committee shall include, but not be limited to the following:

i. Construction plans and specifications for any improvements to be erected on any lot must be submitted to the Committee for its approval. No construction, reconstruction, remodeling, alteration or additions of any structure, building, fence, driveway, path, landscaping or other improvements of any nature shall be commenced or constructed prior to receiving approval by said Committee in writing. The Committee shall ascertain that the exterior design and exterior finishes of any structure 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 Managing Committee shall be the sole arbitrator of said exterior design and finish and may withhold approval for any reason, including purely aesthetic considerations. The Committee shall act within thirty (30) days of receipt of proposed plans and specifications, and in the event of disapproval, the Committee shall designate any changes or alterations which shall be necessary for approval. Approval or a statement of changes or alterations shall be forwarded in writing to the lot owner. Failure by the Committee to approve or reject within said 30 day period of time shall constitute approval.

ii. Complete landscaping shall be required with each dwelling house. Landscape plans and specifications shall be submitted to the Managing Committee simultaneous with construction plans and specifications. Such approved plans and specifications for landscaping shall be installed within thirty (30) days following construction completion.

iii. Meetings of the Managing Committee may be held at such time and place as the members shall determine, and provided a majority of the whole Committee is present, no prior notice is necessary. At all meetings of the Committee, a majority of the members thereof shall constitute a quorum fore 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 Committee. Said Committee 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 Committee.

iv. The members of the Managing Committee shall not be liable to lot owners for any mistake of judgment, negligent or otherwise, except for their own individual and willful misconduct or bad faith.

v. The members of the Managing Committee shall not receive any compensation from the Committee or the lot owners for their services thereon.

vi. For good cause shown, the Managing Committee shall have the authority to waive all or any part of the hereinafter set forth restrictive covenants as to minimum square footage where the proposed improvement, because of unusual or extraordinary shape or design, does not meet said minimums, but such Improvements will in the sole discretion of the Managing Committee to be a complementary asset to the Development. The Managing Committee shall also have the authority to waive such other restrictive covenants, hereafter set forth, upon good cause shown, where such waiver, in the opinion of the Committee shall not compromise the high aesthetic standards of the development.

vii. By way of example, and not in limitations, the power and authority of the Committee shall include approval/rejections/enforcement of the following items:

1. General construction plans
2. General construction specifications
3. Exterior paint colors
4. Roof materials/color
5. Roof pitch
6. Guttering
7. Exterior materials/color
8. Driveway material/colors/location/dimension
9. Window shape/color/material
10. Doorway materials/color
11. General landscape plans
12. Landscape materials – All houses must be landscaped
13. Landscape plantings/size/quantity
14. Yard or exterior ornaments/size/color
15. Exterior lighting/size/location
16. Lot topography recontouring
17. Location of any improvement upon lot

18. Sidewalks – materials/colors/locations/dimension
19. Off street parking of any motorized vehicle (including boats) not housed within the dwelling
20. Animals of any kind
21. Fences – materials/colors/locations/dimension – (wrought iron and/or brick and/or vinyl will be encouraged)
22. Accessory buildings – materials/colors/general plans/location
23. Grass cutting/Landscape maintenance – enforcement
24. Satellite dishes – type/size/colors/location. Permission on each lot is at the discretion of the managing Committee.
25. Flag Poles- height/distance from street

G. There shall be a general right-of-way easement for the benefit of the Managing Committee, its officers, agents and employees to enter upon the lots or buildings to perform their respective duties and to exercise their powers as enumerated in these covenants.

H. The operation, care, beautification, upkeep and landscape maintenance of the dedicated entrance area, walls, signs and fences of the subdivision are charged to and the responsibility of the Managing Committee. The Managing Committee is hereby specifically authorized to charge and collect a maintenance fee from all lot owners in order to pay the expenses of said operation, care, beautification, upkeep and maintenance. This maintenance fee as charged shall be the same amount for each lot, regardless of size or sale price. Further, the Managing Committee shall have the right to attach a legal lien to any lot for failure to pay any assessed maintenance fees.

26. The developer of this subdivision, or his successors in interest, or his assigns, or representatives of the Homeowner's Association are reserved the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, charging the expense thereof to the owner thereof, which shall become a lien upon the lot upon recordation of notice thereof in the Rutherford County Register's Office.

27. These protective covenants shall be enforced by the Architectural Review Committee herein created, the Homeowners Association to be created, or any individual lot owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain the violation or to recover damages. In the event litigation is implemented for the enforcement of these covenants, the prevailing party shall be entitled to an award of attorney fees as additional damages,

28. Amendment of these restrictions shall be the exclusive right of the Developer, so long as the Developer owns at least two (2) lots in the Stovers Glen Subdivision or any additional sections added thereto. Thereafter amendments may be made by an instrument signed by not less than fifty-one percent (51%) of the owners of the lots, one vote per lot, subject of these restrictions and shall include any additional sections added hereto and made subject to these restrictions. No amendments may be made without written approval of the Architectural Review Committee. No amendment shall annul or remove these Restrictive Covenants or dissolve the Homeowners Association without the approval of the City of Murfreesboro Planning Commission.

29. Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding lot owners until January 1, 2045, at which time these protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of August, 2016.

Charles K. Waldron

Charles K. Waldron

Sharon R. Waldron

Sharon R. Waldron

STATE OF TENNESSEE)
ss.
COUNTY OF RUTHERFORD)

On this the 9th day of August, 2016, before me personally appeared Charles K. Waldron and wife, Sharon R. Waldron, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, (Modification and Extension Agreement) and acknowledged that executed the same as his free act and deed.

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, on this 9th day of August, 2016.

AMBER WAYCASTER
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

My Commission expires: 2-17-20

Amber Waycaster
Notary Public

BY-LAWS OF

STOVERS GLEN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

PURPOSE

These By-Laws are established for the benefit of the Stovers Glen Homeowners Association, Inc., a Tennessee non-profit corporation, to provide for the enforcement of the Restrictive Covenants of Stovers Glen Subdivision and to administer and maintain the common areas of a subdivision (hereinafter referred to as "Common Areas") known as STOVERS GLEN, in Rutherford County, Tennessee, and more particularly as shown on the Plat of record in Plat Book 39, page 259, and any additional sections added thereto, and amendments thereof, of the Register's Office of Rutherford County, Tennessee.

ARTICLE II

APPLICATION AND ACCEPTANCE

All present or future owners are subject to the regulations set forth in these By-Laws. The acquisition or rental of any of the lots of the subdivision or occupancy of any of said lots shall signify that these By-Laws are accepted, ratified, and obligatory, and will be complied with.

These By-Laws, and each change made in accordance herewith, are and shall be covenants running with each lot and binding on each successive co-owner, lessee, or mortgagee of each lot in Stovers Glen.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. There shall be one person with respect to each lot ownership who shall be entitled to vote at any meeting of the lot owners. The lot owner may be the owner, or one of a group composed of all of the owners of a lot. Each owner or group of Owners shall be current in the payment of all dues, fines and assessments levied by the Homeowners Association and shall be entitled to (1) vote for each lot owned.

Section 2. Majority of Owners. As used in these By-Laws, and unless otherwise stated, the term “majority of owners” shall mean those owners holding over fifty percent (50%) of the votes.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of 25% of the lot owners shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the lots will constitute the Association. The Association, by and through its Board of Directors, shall have the responsibility of approving the annual budget, establishing and collecting assessments, enforcing the Restrictive Covenants of the Subdivision, and arranging for the management and maintenance of the Common Areas as well as any fences surrounding the Common Areas as required by the City of Murfreesboro Planning Commission. Except as otherwise provided, decisions and resolutions required to be approved by members of the Association shall require approval by a majority of owners.

In the event that an owner of a lot is a corporation or partnership, then that entity shall designate one of the partners, shareholders, officers, or directors as that entity's representative and member of the Association.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the development or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings shall be held on the second Monday of June, unless a holiday, and then on the following Tuesday, of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with requirements of Section 5 of Article V of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolutions of the Board of Directors, or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail or hand-deliver a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing or hand-delivery of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of the owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days from the time the original meeting was called. Notice of the rescheduled meeting shall be given in writing to all lot owners. The quorum of such meeting shall be 15% of the lot owners.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, each member being a lot owner.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws prohibited.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep, operation, and maintenance of the Common Areas.

(b) Establishment and Collection of assessments from the co-owners.

(c) Designation and dismissal of the personnel necessary for the maintenance of the Common Areas.

(d) Enforcement of the Restrictive Covenants of the Subdivision.

(e) Establishment of an annual budget.

(f) Enter into contracts for Association, including loan agreements.

(g) Establish an enforcement mechanism, including fines.

(h) Obtain fidelity bonds for the performance of the duties of the Directors and Officers of the Association, and liability insurance for all common areas of the subdivision upon such terms and in amounts deemed reasonable by the Board.

Section 4. Management Agent. The Board of Directors may employ for the Association a Management Company or Management Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in items (a) through (d) of Section 3 of this Article.

Section 5. Election and Term of Office. The initial Board of Directors shall be composed of the members of the Architectural Review Committee as set forth in the Restrictive Covenants Applying to Stovers Glen Subdivision, Section I, filed in Record Book 1492, page 1594, of record in said Register's Office. At each annual meeting of the Association, any vacancy in the Board of three (3) Directors shall be elected for a period of three (3) years, or until their successors are elected, whichever is later, except the terms of the initial Board shall coincide with the initial terms of the Architectural Review Committee. Board members shall serve without compensation.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person selected shall take office immediately and serve the remainder of the expired term.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of all of the owners (i.e., not just those owners present at the meeting), and a successor may then and there be elected to fill the vacancy thus created and serve the remainder of the term of the removed Director. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election, at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the president on two (2) days' notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice, on the written request of any one (1) Director.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the co-owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The co-owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Subdivision unless any such contract shall have been made in bad faith or contrary to the provisions of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Subdivision. It is also intended that the liability of any co-owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder, as his interest in the common elements bears to the interest of all the co-owners in the common elements. Every agreement made by the Board of Directors or by the Managing Company or Managing Agent on behalf of the Subdivision shall provide that the members of the Board of Directors or the Managing Company or Managing Agent, as the case may be, are acting only as agents for the council of co-owners and shall have no personal liability thereunder (except as co-owners), and that each co-owner1s liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Subdivision bears to the interest of all owners in the Subdivision.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President and a Secretary/Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint such other officers as in their judgment may be necessary, and they need not be members of the Board of Directors. All officers shall serve without compensation.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization and meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the president of an association, including but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary. He shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. Day-to-day record keeping may be delegated by the Board of Directors to the Management Company.

ARTICLE VII

OBLIGATION OF THE OWNERS

Section 1. Assessments and Creation of Liens. Except as otherwise provided in the Restrictive Covenants applying to the subdivision, all owners shall be obligated to pay any annual and special assessments imposed by the Association to meet the common expenses, including, but not limited to, taxes, insurance, management fees, maintenance and professional fees, and payment thereof shall be made not later than 15 days of the date of the assessment. All such assessments, as set by the Board pursuant to the Restrictive Covenants, Articles of Incorporation and these By-Laws, shall be due and payable in advance either monthly, quarterly or annually as established by the Board. The Board has a right to levy special assessments as the need arises. Notwithstanding anything to the contrary contained herein, assessments shall not commence as to any unimproved Lot until the earlier of (i) one year following the closing date for the purchase of said Lot from Developer or (ii) the date of receipt of a certificate of occupancy for a single family residence on the Lot. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him. All assessments, together with interest, costs and reasonable attorney's fees, shall be a continuing lien upon the Lot from the date when each assessment is due until such assessment is paid in full. Such lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot.

Section 2. Materialmen's, Judgment or Tax Lien. Each owner agrees to indemnify and to hold each of the other owners harmless for his proportionate share of any and all Materialmen's, judgment or tax liens filed against the Common Area for labor, materials, services or other products incorporated in the Common Area. In the event suit for foreclosure for a materialmen's lien, judgment or tax lien is commenced, the within ninety (90) days thereafter, such owner shall be required to deposit with the association cash or appropriate bond equal to the amount of his proportionate share of such claim plus interest for one (1) year. Such sum shall be held by the Association pending final adjudication or settlement of the claim for litigation. Disbursements of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid by the owners, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his property.

Section 3. Access to Lot. An owner shall permit the Managing Company or Managing Agent or the person authorized by the Board of Directors the right of access to the owner's lot from time to time during reasonable hours that may be necessary for the enforcement of the Restrictive Covenants or for the maintenance of the Common Areas or at any time deemed necessary by the managing agent or Board of Directors for the making of emergency repairs to prevent damage to any of the Common Areas.

ARTICLE VIII

AMENDMENTS

Section 1. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing more than fifty-one percent (51%) of the total voting power of all lots in the development, including lots in additional sections added to the development. Provided, however, that no amendments shall annul or dissolve the Homeowners Association without the approval of the City of Murfreesboro Planning Commission.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictive Covenants and these By-Laws, the Restrictive Covenants shall control.

ARTICLE IX

MISCELLANEOUS

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

APPROVED BY:

STOVERS GLEN HOMEOWNERS
ASSOCIATION, INC.

By: ______________________
Charles K. Waldron, President

By: ______________________
Gregory E. Waldron, Secretary/Treasurer

STATE OF TENNESSEE)
ss.
COUNTY OF RUTHERFORD)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Charles K. Waldron, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be President of Stovers Glen Homeowners Association, Inc., the within named bargainor, a Tennessee non-profit corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

9th WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, on this 9th day of August, 2016.

George H. White
Notary Public

GEORGE H. WHITE STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

My commission expires: 10/24/17

STATE OF TENNESSEE)
ss.
COUNTY OF RUTHERFORD)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Gregory E. Waldron, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Secretary/Treasurer of Stovers Glen Homeowners Association, Inc., the within named bargainor, a Tennessee non-profit corporation, and that he as such Secretary/Treasurer executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary/Treasurer.

9th WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, on this 9th day of August, 2016.

George H. White
Notary Public

GEORGE H. WHITE STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

My commission expires: 10/24/17