

This Instrument Prepared By:
J.D. Kiouss, General Counsel
RHB, LLC
1136 2nd Ave N.
Nashville, Tennessee 37208

Heather Dawbarn, Register
Rutherford County Tennessee
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**RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO
SECTION II, NORTH SIDE ESTATES
AT LASCASSAS ROAD
MURFREESBORO, TN**

RHB, LLC, a Tennessee limited liability company ("Developer"), being the owner in fee simple of the real estate that has been subdivided and named Section II, North Side Estates at Lascassas Road, Murfreesboro, TN, according to survey and plat of same, which plat is of record in Plat Book 44, page 261, Register's Office of Rutherford County, Tennessee, (the "Plat") and which plat is made a part hereof by reference, does hereby agree and bind itself, its successors and assigns, that all the property described in said Plat, as well as any further properties incorporated as hereinafter described 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 to the property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. This instrument shall be referred to as "Declaration."

**ARTICLE I
DEFINITIONS**

1. Association. Association shall mean and refer to the Section II North Side Estates Homeowners' Association, Inc., its successors and assigns.
2. Board of Managers or Board. Board of Managers or Board shall mean the governing body of the Association as provided in this instrument, the Articles of Incorporation and the By-Laws thereof.
3. By-Laws. By-Laws means the By-Laws of Section II North Side Homeowners' Association, Inc.
4. Common Areas. Common Areas, if any, shall mean all real property and the improvements thereon as designated on the Plats and/or owned or maintained by the Association for the common use and enjoyment of the Owners.
5. Common Elements. All improvements made within Common Areas and all other improvements made to the Property maintained by the Association are Common Elements, including without limitation, the centralized mail delivery area, development entrance signage, landscaping, fencing, and stormwater management facilities.
6. Common Expenses. Common Expenses mean and include (a) expenses of administration, operation, management, repair or replacement of the Common Areas of the Property, (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.

7. **Developer.** Developer shall mean and refer to RHB, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purposes of development.

8. **Documents.** Documents and the Section II North Side Documents mean this document which may hereinafter be referred to as Declaration, the Articles of Incorporation, the By-Laws, the Plat and any amendments or supplements thereto.

9. **Lot.** Lot shall mean and refer to any numbered plot of land shown upon any recorded subdivision map for the Property with the exception of the Common Areas and dedicated streets, if any. Title to lots will be held by an Owner or Owners (the "Lot Owner") in fee simple.

10. **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.

11. **Member.** Member shall mean and refer to every person or entity who holds membership in the Association.

12. **Owner.** Owner shall mean and refer to the record owner, (including Developer) 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.

13. **Plat.** Plat means the plats of survey of the Property of record in Plat Book 44, page 261 Register's Office of Rutherford County, Tennessee, showing the number of each Lot, location and other data necessary for identification and any new or amended plats added pursuant to this document. Developer is authorized and empowered irrevocably to amend the Plat (without joinder of any Lot Owner) to correct mistakes and to more clearly define common elements.

14. **Property.** Property (whether singular or plural) means all the land, property and space which is the subject of this instrument (by amendment or otherwise), comprising the land shown on the Plat.

15. **Residence.** Residence shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

ARTICLE II THE ASSOCIATION

1. Organization.

(a) The Association shall not be incorporated or otherwise organized until such time as determined by Developer; it being the specific intent that Developer shall, in the interim, act with the same powers as herein provided to the Association.

(b) 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.

(c) A Board of Managers of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Section II North Side 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. Until the Association is incorporated, Developer shall act in place of the Association, with the same powers as herein granted the Association such as but not limited to the power to assess fees for the common area maintenance and to enforce all provisions of the Section II North Side Documents. Upon the incorporation of the Association, the Developer shall have the sole right to appoint and remove Directors of the Association, it being understood that the Association shall not be turned over to the Owners until such time as Developer has sold all of the Lots in Section II North Side and all Lots contained in future sections of North Side Subdivision incorporated hereunder by way of annexation.

2. Membership.

(a) Qualifications. Each Owner (including Developer) shall be a member of the Association and shall be entitled to one (1) membership for each lot owned. Ownership of a lot shall be the sole qualification for membership in the Association.

(b) Members Rights and Duties. Each member shall have the rights, duties and obligations set forth in the applicable Section II North Side Documents.

(c) Transfer of Membership. The Association membership of each Owner (including Developer) shall be appurtenant to the lot giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said lot and only to the transferee of title to such lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

3. Voting Rights - Members, Classes of Members.

(a) Class A. Members. Class A Members shall be all owners with the exception of the Developer; but, in no event shall more than one (1) vote be cast with respect to any lot in this class.

(b) Class B. Members. Class B Members shall be the Developer and any successor thereto and shall be entitled to three (3) votes for each lot owned.

4. Duties of the Association. 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.

(a) **Enforcement.** Take such action, whether or not expressly authorized herein or in any other governing instrument, as may reasonably be necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions, and other provisions of this Declaration, the plat, the By-Laws and Articles, and the other Section II North Side Documents.

(b) **Operation and Maintenance of Common Area.** To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, together with all easements for operation and maintenance purposes and for the benefit of the Association or its members over and within the Common Area and; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair.

(c) **Water and Other Utilities.** To acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone and gas and other necessary utility services for the Common Area.

(d) **Taxes and Assessments.** To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring a payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration in as much as the interest of each Owner's lot is an interest in real property on a proportionate basis appurtenant to each lot, that the value of the interest of each Owner in such Common Area shall be included in the assessment for each lot, and as a result any assessment directly against such Common Areas should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various lots.

(e) **Dedication for Public Use.** Upon being directed by Developer or its successor to do so, as long as Developer is a Class B Member, to promptly dedicate such streets, roads and drives and such water, sewer or other utility lines or facilities and appropriate easements as may be specified by Developer or its successor to such municipalities, utility companies, political subdivisions, public authorities or similar agencies or bodies as may be designated by Developer or its successor.

(f) **Insurance.** To obtain and maintain insurance as provided for by either the By-Laws, this Declaration, or the mortgagee protective agreement referred to in later sections of this Declaration.

(g) **Rule Making.** To make, establish, promulgate, amend and repeal the Association rules as provided for by this Declaration and the other Association documents except as otherwise provided.

(h) **Enforcement of Restrictions and Rules.** To perform such other acts, whether or not expressly authorized by this Declaration as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the Association rules.

(i) **Execution of a Mortgagee Protective Agreement.** Upon being directed to do so by Developer, or by a successor to Developer, during the period in which Developer is continuing to develop this project to execute and cause to be recorded from time to time written agreements in favor of holders or insurers of mortgages secured upon portions of the properties, conditioning specified actions of the Association upon specified mortgagee approval, permitting such mortgagees or insurers to take certain actions upon the failure of the Association to take specified action or conforming the Section II North Side Documents to the requirements of such mortgagees or insurers, providing that any such agreements do not contravene the requirements of the Section II North Side Documents or any applicable law.

5. 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 Section II North Side 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, (1) overhead or underground lines, cables, wires, conduit 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; (2) public sewers, storm water drains and pipes, water system, sprinkling systems, water, heating and gas lines or pipes; and (3) 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 as required for exterior maintenance, sidewalks or lot clean-up in the event owner fails to maintain as required.

(h) **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, worker's compensation insurance and performance of fidelity bonds.

(i) **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.

(j) **Professional Services.** To contract and pay for, or otherwise provide for the construction, reconstruction, repair, replacement or refinishing of any roads, paths, 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.

(k) **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.

(l) **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.

(m) **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.

(n) **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 III COVENANTS FOR MAINTENANCE ASSESSMENT

1. Creation of the Lien and Personal Obligation of Assessments.

(a) Each Owner for any lot, by said acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay: (1) the initial assessment, (2) annual assessments or charges, and (3) special assessments for capital improvements or losses, or for failure to maintain and repair, such assessments to be established and collected as hereinafter provided.

(b) All assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. The personal obligation for the delinquent assessment shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated from his personal liability.

2. Annual Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the lots; the improvement, operation and maintenance of the Common Area; the duties and exercise of the powers of the Association; the payment of the proper expenses of the Association and all costs incurred in the performance by the Association of its duties, and the establishment of reasonable reserves for the maintenance repair and replacement of paths and paved areas within the Common Areas, landscaping and other improvements upon the Common Area.

(b) Annual Assessments levied by the Association for each year shall be adequate to finance the operation and activities of the Association, to satisfactorily maintain the Common Area, and maintain adequate repair and replacement reserves.

3. Working Capital Fee. In addition to the above Annual Assessments, each purchaser of a Lot shall be subject to the payment of a Working Capital Fee, which shall be due and payable at the closing of such Lot. The Working Capital Fee shall be in an amount to be established by the Board. The Working Capital fee shall be due and payable immediately at the closing of a Lot. The fees as set forth herein shall be modifiable by the Board at any time. Each prospective purchaser shall be under a duty to have inquired about the amount of such fees prior to closing, which if not paid shall be a lien on the Lot.

4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any calendar 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 upon the Common Area, including fixtures and personal

property related thereto, provided that any such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Notice and Quorum for any Action Authorized under Section 2 and 4. Written notice for any meeting called for the purpose of taking any action authorized under Section 2 and/or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting and shall state the purpose of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of such class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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 sixty (60) days following the preceding meeting. If the Association has not been organized and the Developer is acting in lieu of such Association, the above notice requirement is waived.

6. Rate of Annual Assessment. Annual assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, or yearly basis or otherwise at the discretion of the Board.

7. Date and Commencement of Annual Assessments.

(a) The annual assessments provided for herein shall commence as to each lot on the first day of the month following the Developer's conveyance of such lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Managers shall fix the amount of the annual assessment of every Owner subject thereto. Written notice of such assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment, but failure to fix or to notify shall not constitute a waiver of this right or of owner's obligation to pay. The due date shall be established by the Board of Managers.

(b) The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth when the assessment on a specified lot has been paid. A properly executed certificate of the Association as to the status of the assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Non-payment of Assessments, 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 eighteen percent (18%) per occurrence or highest rate allowed by state law, whichever rate is less, and shall be a lien against the lot, and shall further be the personal obligation of the person owning the lot at the time the assessment comes due. 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, cost and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the lot.

(a) And now, for the purpose of better and more effectually securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and payments thereof, as they become due, and for the consideration of One Dollar paid in cash, receipt of which is acknowledged, the said Lot Owners, their heirs, administrators, successors and assigns, hereinafter referred to as trustors, hereby transfer and convey unto J.D. Kious, Trustee of Davidson County, Tennessee, his successors and assigns, the real estate

hereinbefore described and specifically the property owned by the owner subject to this Declaration, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agree to pay their prorata share of Common Expenses when due and further agree to pay all taxes and assessments thereon, annual, initial, or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens (except a First Mortgage or Deed of Trust) which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation pursuant to the requirements of this Declaration and the rules and regulations adopted by the Association, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear interest at the rate of 18% per annum, or at the then highest contract rate of interest then legally collectible in Tennessee from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay their prorata share of Common Expenses aforesaid when due, and pay any and all sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any payment thereof, or interest thereon, is not paid promptly when due, or if, failing to pay said other sums when due, as herein provided, trustors fail to reimburse the Trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and the said Trustee, or its successor or assigns in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Rutherford County, Tennessee, to sell said property at the east door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity or right (statutory or otherwise) of redemption, homestead, dower, spouse's elective share and all other rights and exemptions of every kind, which are hereby expressly waived; and the said Trustee, or its successor or assigns in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received. It is further agreed that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

- 1st. To the full and complete satisfaction of the interest of the first mortgage holder, unless arrangements have been made for the assumption of the first mortgage by the subsequent purchaser.
- 2nd. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

3rd. To the payment of all taxes which may be unpaid on said premises.

4th. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

5th. The residue, if any, will be paid to trustor(s) legally entitled thereto, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office of Rutherford County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

9. Subordination of the Lien to Mortgages.

(a) This transfer and conveyance, and the lien for common expenses payable by a Lot Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a recorded First Mortgage or Deed of Trust on the interest of such Lot Owner, regardless of whether the First Mortgage or Deed of Trust was recorded before or after this instrument, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the Mortgagee or Beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. While the lien for assessments may be extinguished, the personal indebtedness therefor shall remain and be the personal obligation of the Lot Owner who owned the lot when the assessment came due. Any delinquent assessments (after lien extinguishment) may be reallocated and assessed among all Lots as a Common Expense. This subparagraph shall not be amended, changed, modified or rescinded except for the appointment of a substitute Trustee without the prior written consent of all First Mortgagees and Beneficiaries of record.

(b) For purposes of this section a sale or transfer of a lot shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title.

10. Exempt Property. All property dedicated to, and adopted and accepted by a local public authority shall be exempt from the assessments created herein.

11. 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 or in lieu of such of any prior mortgage.

12. Owners Shall Indemnify. 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 II.

13. Developer and Licensed Builder Exemptions. Notwithstanding the prior provisions of this Article III, the Developer shall be exempt from all assessments, including the Working Capital and Transfer Fees. Licensed builders who have received title from Developer for the purpose of constructing a residence for resale shall also be exempt from all annual and special assessments and the Working Capital and Transfer Fees until such time as the property is sold, leased, or otherwise occupied. Transfer of title from the builder shall not relieve the new owner from liability for assessments and fees from date of the new owner's deed forward.

ARTICLE IV ARCHITECTURAL CONTROL

The Declarant hereby affirmatively states and affirms the exclusivity and esthetic beauty, charm and uniqueness of Section II North Side Subdivision, Rutherford County, Tennessee because of the exclusivity of the subdivision and the critical importance to all owners in the subdivision of purchasing property and building homes or purchasing existing homes in the subdivision based upon strict architectural controls, the Declarant reaffirms the necessity of an Architectural Control Committee and specific rules, restrictions and guidelines for the construction of any improvement on any lot in Section II North Side Subdivision.

Any lot owner, by their purchase of said lot specifically agrees that the lot owner has read and fully understands the provisions contained herein pertaining to the Architectural Control Committee and the rules, restrictions and guidelines pertaining to architectural review and agrees to be bound by all decisions of the Architectural Control Committee which are in the sole discretion of the committee and in all cases shall be final and binding upon any lot owner.

1. Approval of Plans and Architectural Control 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 written approval of the Architectural Control Committee. The Architectural Control Committee shall be initially composed of Michael Hollingshead who shall serve on said Committee until such time as their successors are appointed. All subsequent persons appointed to the Architectural Control Committee shall serve a term of three (3) years. All future Committee members must either own, in their name or jointly with their spouse or corporate or other business entity a lot (whether improved or unimproved) in the Section II North Side Subdivision. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor to fill the unexpired term. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee for all existing platted sections of the Section II North Side Subdivision shall be the same Architectural Control Committee specifically referred to herein. For this purpose, the property specifically referred to in paragraph one hereinabove and which property is specifically designated and contemplated herein shall be subject to all rules and regulations of an Architectural Control Committee which shall consist of two (2) or more representatives appointed by the Board, which shall have full authority to review and act upon requests for approval of such requests. The existing Architectural Control Committee for all existing platted section of Section II North Side Subdivision shall be the same Architectural Control Committee specifically referred to herein. The Architectural Review shall have full authority to review and act upon requests for approval of construction referred to hereinabove. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, the applicant must submit a set of plans and specifications with a written request for their approval. The Architectural Control Committee shall be the sole arbiter of same and may withhold approval for any reason including purely esthetic

consideration in the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Each owner acknowledges that the decor, color, scheme and design of the property has been selected in such a manner as to be consistent and harmonious with other units in the subdivision and agrees to maintain and perpetuate the visual harmony of the properties.

(b) Should any lot owner deviate in any manner or respect whatsoever from the specific and detailed plans and specifications submitted to the Architectural Control Committee during construction without the express written consent of the review committee, the Association is empowered to obtain a temporary restraining order or injunction immediately halting the construction of said improvements and shall further be empowered to require said lot owner to remove, change or modify any deviations from the plans and specifications. Should the Association be required to take said legal action, the lot owner shall be responsible for all court costs and attorney's fees of said legal action which shall be a charge on the land and shall be a lien on the property against which said legal action is taken by the Association. Each said cost and/or attorney's fee shall also be the personal obligation of the person who was the owner of said property at the time of the action and against whom the action was taken by the Association. Should a lien be required to be filed by the Association as contemplated herein, the Association may fully exercise all rights given to it in the other sections of this document including requesting that the lot and any improvements thereon be sold by the Court to satisfy all attorney's fees and court costs required as a result of the action to enforce the rules, regulations, restrictions, and conditions imposed on the lot by the Architectural Control Committee.

ARTICLE V 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 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 in 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 or as thereafter amended, 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 limitation, 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 Managers in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement 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 Property.

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 design criteria) be generally harmonious with the other Section II North Side 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 an annual assessment.

8. Proof of Insurance. At the discretion and at the request of the Association, 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 homeowners insurance coverage. Failure to so provide such insurance proof on an annual basis or at such other times as the Association may reasonable 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 the Section II North Side Homeowners' Association, Inc., and each

mortgage holder named in the mortgage clause, at least ten (10) days prior to the cancellation, or substantial change, of 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 will entitle the owner of a lot or other party to priority over such institutional holder with respect to the distribution to such Lot Owner of any insurance proceeds.

ARTICLE VI EXTERIOR MAINTENANCE

1. Maintenance of Common Elements. Maintenance of, repairs to and replacements to the Common Elements shall be the responsibility of and shall be furnished by the Association. 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, licensees or household pet, damage shall be caused to the Common Elements, 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 and 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 to 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 the preservation of any individual lot in the event of an emergency, or 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 any governmental authority.

2. Additional Requirements. 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 husbandlike 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 decision solely on esthetic considerations.

ARTICLE VII USE AND BUILDING RESTRICTIONS

The following restrictions are in addition to the restrictions and conditions on lot usages aforementioned:

1. Residential Structures Only. 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. Provided, however, lots adjacent to a homeowner's lot may be purchased by the homeowner for the purpose of increasing the size of such

homeowner's yard. No lot or any portion thereof shall be used for a roadway to adjoining lands unless specifically allowed by Developer.

2. No Resubdivision. No lot shall be resubdivided, but shall remain as shown on the recorded plat. A slight variance in the property lines may be made by adjacent Owners, but not for the purpose of subdividing into more lots.

3. Noxious or Offensive Conduct. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be constructed, reconstructed or kept on any lot which may constitute an annoyance or nuisance to the neighborhood. The Association is empowered to determine what does or does not constitute "noxious or offensive operations".

4. Animals. No animals or livestock of any kind shall be allowed or maintained on any lot, except that two (2) dogs, domestic cats, or other household domestic pets may be kept, provided that they are not kept for commercial purposes. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose.

5. Trailers. No trailer, basement house, tent, garage, barn, or other outbuilding shall be erected or used as either a temporary or permanent residence.

6. Signage. Any signage placed on the lot shall be non-illuminated and of not more than four square feet advertising the property for sale or rent.

7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All such containers for the storage of such material shall be kept in a neat, clean and sanitary condition.

8. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the lots nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

9. Commercial Businesses. No commercial business may be maintained on the lots.

10. Driveway. Driveways must be constructed of concrete, and all driveways must be completed prior to occupancy.

11. Minimum Building Requirements. All homes erected on the Lots subject to this Declaration shall have the following square footage requirements:

(a) One (1) story homes shall have a minimum of 1,400 square feet of living space;
and

(b) Two (2) story homes shall have a minimum of 1,200 square feet of living space on the first floor.

For purposes of calculating the square footage of living space, the residences shall be measured by the exterior of the foundation walls excluding any garages, carports, patios, porches or storage spaces. These items may not be taken into account for the purposes of meeting the square footage requirements.

12. **Facade Material.** The exterior finish of all residences, attached and detached garages, carports and any other outbuildings constructed on a Lot shall be of at least eighty percent (80%) brick and include roof shingles. Any wood siding shall be painted to match the soffit and fascia used on the residence. Not metal buildings or exposed block foundations shall be permitted.

13. **Garages.** All garage doors shall remain closed, except for actual ingress or egress therein. Each home shall have a two (2) car attached garage. In addition to the attached garage, there may be detached garages, but a detached garage can only be located to the rear of the main residence.

14. **Prefabricated Homes.** Preassembled structures for residential purposes shall not be permitted even though said structure may meet all minimum square footage and other requirements.

15. **Building Encroachments. Clean Construction Site.** No building shall be constructed or maintained on any lot (i) in any reserved drainage utility or landscape easement area; or (ii) closer to the street than the setback line as shown on the recorded plat (actual setbacks to be determined by the Architectural Committee); 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. Once construction has commenced, it shall proceed diligently. Owner and/or its builder shall be responsible for maintaining a neat and orderly construction site; otherwise, the Board may determine in its discretion to hire third parties to clean the site and charge the expense of same to the Owner.

16. **Fences.** No fence or fences shall be constructed closer to any street than the minimum building setback line shown on the plat. No fences other than ornamental and decorative fences will be allowed to infringe upon any utility easement unless approved by the applicable governmental agency. All decorative or ornamental fences installed shall not be offensive or cause any safety hazard to the community. Chain link fences are strictly prohibited. All fences must be approved by the Architectural Committee prior to construction.

17. **Unauthorized Structures.** No Lot Owner may construct or place any outbuilding on the Lot Owner's property without the prior written approval of the Architectural Committee. Any outbuildings approved by the Architectural Committee that are not constructed on a concrete foundation must have floor to grade lattice or other material covering the open space beneath the building. The Architectural Committee shall have the power to grant conditional authorization to this restriction, including but not limited to specifying the exact location in which such structure can be erected.

18. **Repair of vehicles.** No vehicles of any type shall be parked upon the properties or in the vicinity of any residence or in the common area for purposes of accomplishing repairs thereto. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being repaired.

19. **Prolonged Parking and Commercial and Recreational Vehicles.** There shall be no prolonged outside parking of commercial or recreational vehicles, including, but not limited to trucks (other than pick-up trucks not exceeding 3/4 ton), camping trailers, boats, and motor homes on any lot, street or common area. Prolonged outside parking of any type of vehicle as well as utility trailers is prohibited on any lot, street or common area when such interferes with the esthetic quality of the subdivision. All such vehicles must be placed in the owner's garage or stored at an off-site location or stored on a concrete pad behind a fenced privacy area that prevents the vehicle from being seen from the street. The Association shall have absolute discretion, power and authority to determine if this restriction is being violated, to allow variances and to require conditions on such permitted use.

20. Landscaping. Yards shall be seeded and strawed. Landscaping is required on every lot, but owners will not be required to submit landscaping plans to the Architectural Committee for approval. Initial landscaping shall be the responsibility of the Builder/Owner of each lot.

21. Lighting. All exterior lighting shall be consistent with the character established in the subdivision and shall be limited to the minimum necessary for safety, identification and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to uplighting or downlighting and the style and type of lighting shall be compatible with the building design and materials. No color lens or lamps are allowed.

22. Alterations to the land. No drainage ditches, cuts, swales, streams, impoundments, ponds; no mounds, knolls, dams or hills, and no other physical improvements or elements of the landscape or terrain of the lot are allowed to be done without the prior written consent of the Association.

23. Satellite Dishes. No large satellite dishes will be permitted unless approved by the Architectural Committee and all the neighbors within the site line of the satellite dish. Mini dishes will be allowed if not visible from the street and are contained within the fenced area in the rear portion of the lot.

24. Swimming Pools. All swimming pools must be in-ground and located to the rear, side or enclosed within the main dwelling. No above ground pools shall be permitted on lots.

25. Additional Requirements. 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 husbandlike 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 decision solely on esthetic considerations.

ARTICLE VIII EASEMENTS, ENCROACHMENTS, COMMON AREA

1. General Easement. An easement on all lots is hereby reserved for installation and maintenance of utilities and for drainage within the areas as shown on the Plat.

2. Entrance Sign. The Common Areas or easement areas at the entrance to the subdivision shall be restricted for the purpose of constructing and maintaining any necessary subdivision entrance signs and for the construction of a fence and landscaping. The Association shall be responsible for the cost of maintaining and/or replacing said sign or signs, fencing, and landscaping located at the entrance to the subdivision.

3. Easements for Utilities and Stormwater Drainage and Retention Facilities. Easements for installation of utilities and stormwater drainage and retention 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, planting 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.

4. Common Areas. The Common Areas, if any, as shown on the Plat shall be conveyed to the Association in fee simple for the use, enjoyment and convenience of all Owners. Each lot and residence is hereby declared to have, subject to the provisions of this Declaration, a non-exclusive easement over all the Common Areas for the benefit of such lot or residence, the Owners of such lot and each of them, and for their respective families, guests, invitees and contract purchasers, for appropriate intended purposes and uses, 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.

5. Association Functions. There is hereby reserved to Developer, any successor to Developer, and the Association, or the duly authorized agents, representatives and managers of the Association, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration.

6. Ingress and Egress. In addition, there is reserved to Developer, its successors and assigns for the use and benefit of any adjoining property of Developer 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.

7. 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 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 the subject of this Declaration.

8. 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 Developer 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.

9. 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 therefore, 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.

10. Community Mailbox Station. A community mailbox station containing a separate post office box type receptacle for each Lot shall be located on the Property at a location of Developer's choice for the delivery and receipt of mail for the residents of Section II North Side, and no mail receptacle shall be located on any Lot. The location and design of said community mailbox station may be changed in the sole and absolute discretion of the Developer, from time to time. It shall be the responsibility of the Association to maintain said community mailbox station in good working condition. If the community mailbox receptacle is discontinued as a result of a change in United States Post Office regulations, then the Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail or similarly delivered materials.

ARTICLE IX GENERAL PROVISIONS

1. Enforcement. The Association, Developer, or any Owner shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. The expense of enforcement, including but not limited to damages, attorney fees, and costs, shall be chargeable to the Owner of the lot violating the provisions hereof and shall constitute a lien on the lot collectable in the same manner as an assessment. Failure by the Association, the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event constitute a waiver of the right to do so thereafter.

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

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. The Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or effect any lien for the payment thereof established herein. Any amendment must be properly recorded to be valid. Notwithstanding the preceding amendment requirements, the Developer shall have the sole authority to amend the covenants and restrictions of this Declaration during the ten (10) years following recordation of this Declaration or until all of the lots in the subdivision have been deeded from Developer, whichever first occurs.

4. Annexation. Developer or his successors and assigns, shall be allowed to annex additional property by way of section to Section II North Side without the consent of the Association or its members over any mortgages or other lien holders; by the recordation of a supplementary Declaration as provided herein. Upon such annexation, the Association shall take whatever measures are necessary to add such annexed property and lots into the regime on an equal basis with the original property included hereunder.

Upon the recording of any supplementary Declaration, those lots owners contained therein shall become members of the Association obtaining all rights due members of the Association and becoming liable for all assessments and fees as set forth herein and/or in the supplemental Declaration.

All common areas in any annexed property will be deeded to the Association in fee simple to be held in accordance with this Declaration.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, we have hereunto executed this instrument on this the 29 day of January, 2020.

RHB, LLC

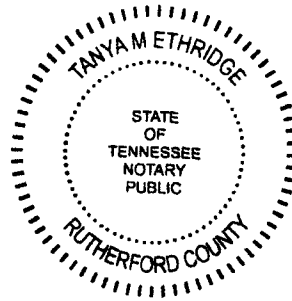
By: [Signature]
Michael Hollingshead, President

State of Tennessee)
County of Rutherford)

Personally appeared before me, a notary public in and for the state and county aforementioned, Michael Hollingshead, 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 RHB, LLC and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

WITNESS MY HAND and official seal on this the 29th day of January, 2020.

Tanya M. Ethridge
Notary Public
My commission expires: 10/22/23



This Instrument Prepared By:
J.D. Kiou, General Counsel
RHB, LLC
1136 2nd Ave N.
Nashville, Tennessee 37208

**AMENDMENT
TO
RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO

SECTION II, NORTH SIDE ESTATES
AT LASCASSAS ROAD
MURFREESBORO, TN**

THIS AMENDMENT is made by the undersigned, RHB, LLC, a Tennessee limited liability company (the "Developer"), pursuant to the Restrictive Covenants and Conditions Applying to Section II, North Side Estates, which is of record in Record Book 2030, page 1545, Register's Office of Rutherford County, Tennessee, as thereafter modified and amended (the "Restrictions").

WHEREAS, it is the desire of the Developer to amend the Restrictions as is more particularly set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer does hereby amend the Restrictions as follows:

1. Article VII, Paragraph 13 of the Use and Building Restrictions shall be amended and restated as follows:

13. Garages. All garage doors shall remain closed, except for actual ingress or egress therein. Each home shall have a minimum of a two (2) car attached garage. In addition to the attached garage, there may be detached garages, but a detached garage can only be located to the rear of the main residence.

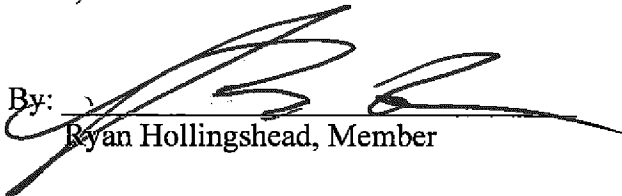
2. Except as expressly amended hereby, the terms and provisions of the Restrictions shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this the 18 day of August, 2021.

DEVELOPER:

RHB, LLC

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1131948 Instrument #: 2384355
Rec'd: 15.00 Recorded
State: 0.00 8/18/2021 at 3:54 PM
Clerk: 0.00 in Record Book
Other: 2.00 2127
Total: 17.00
Pages 2532-2534

By: 

Ryan Hollingshead, Member

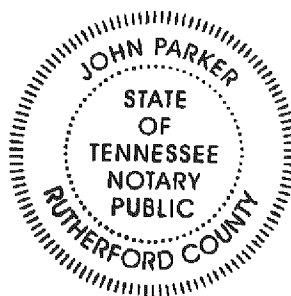
State of Tennessee)
)
County of Wilson)

Personally appeared before me, a notary public in and for the state and county
aforementioned, Ryan Hollingshead, with whom I am personally acquainted or proved to me on
the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be member of
RHB, LLC, a Tennessee limited liability company, and that he as such member executed the
foregoing instrument for the purposes therein contained, by signing the name of the partnership
by himself as member.

WITNESS MY HAND and official seal on this the 18 day of August,
2021.

JP

Notary Public
My commission expires: 11-20-21



Certificate of Authenticity

I, Kathryn A. Caldwell, do hereby make oath that I am a
licensed attorney and/or the custodian of the original version of the electronic document
tendered for registration herewith and that this electronic document is a true and exact copy
of the original document executed and authenticated according to law on
8/18/2021.

Date

[Signature]
Affiant Signature

8/18/2021
Date

State of Tennessee

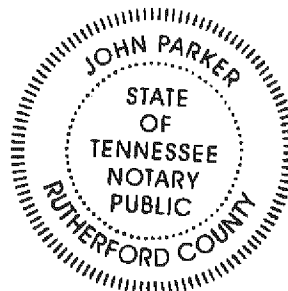
County of Wilson

Sworn to and subscribed before me this 18 day of August, 2021.

[Signature]
Notary's Signature

My Commission Expires: 11-20-21
Date

Notary's Seal (if on paper)



This Instrument Prepared by:
Thomas J. Haynes, Attorney
117 N. Maple St.
Murfreesboro, TN 37130

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 938042
Rec'd: 110.00 Instrument #: 2119897
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 12/4/2017 at 9:13 AM
Total: 112.00 in
Record Book 1631 Pgs 1492-1513

RESTRICTIVE COVENANTS
SECTION I, NORTH SIDE ESTATES AT LASCASSAS PIKE

OAKLAND DEVELOPMENTS, LLC, a Tennessee limited liability company (hereinafter "Developer") being the owner in fee simple of the real estate by deed of record in Record Book 1463, page 2737, and Easement for Detention Pond and Access Areas per Instrument of record in Record Book 1463, Page 2758, Register's Office for Rutherford County, Tennessee that has been subdivided and named **SECTION I, NORTH SIDE ESTATES, AT LASCASSAS PIKE**, according to survey and plat of record in Plat Book 41, page 16-17, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind itself, its successors and assigns, that the following restrictions, limitations and covenants shall be binding on all lots and all purchasers of lots in said initial **SECTION I, NORTH SIDE ESTATES AT LASCASSAS PIKE, of Plat Book 41, Page 16-17, R.O.R.C.T., and any additional sections of North Side Estate added thereto**, their heirs and assigns.

1. There is hereby appointed an Architectural Review Committee to be comprised of three people. The initial committee shall be composed of Kathy Nobles, Bob Lamb and Jeramie Taber. This Committee shall also compose the initial Board of Directors of the NORTH SIDE ESTATES HOMEOWNERS ASSOCIATION. Each committee member shall serve a three-year term, except for the initial terms, with the initial terms expiring on the following dates:

Kathy Nobles	June 1st, 2018
Bob Lamb	June 1st, 2019
Jeramie Taber	June 1st, 2020

As each member's term expires, or if a member should resign or is removed, a new member shall be chosen by the two remaining 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 future committee member must either own in his own name, or jointly with his spouse, a subdivided lot in **SECTION I, NORTH SIDE ESTATES AT LASCASSAS PIKE**, or be an officer in **OAKLAND DEVELOPMENTS, LLC**, the Developer.

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 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

Committee shall include, but not be limited to, the following:

(a) A full set of Construction plans and specifications for any improvements to be erected on any lot must be submitted to the Committee for its approval prior to starting construction to the members at Exit Realty, 2630 Memorial Blvd., Murfreesboro, Tennessee 37129 or such other place as may be designated by said committee. 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 14 business days from receipt shall constitute approval.

(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 of 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 reasonably impose additional restrictions and requirements on any lot at time of the initial sale by the Developer 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) By way of example, and not in limitation, the power and authority of the Committee shall include approval/rejection/enforcement of the following items:

- i. General Construction Plans
- ii. General Construction Specifications
- iii. Exterior paint colors
- iv. Roof Materials/Cover
- v. Roof Pitch
- vi. Guttering
- vii. Exterior materials/covers
- viii. Driveways
material/colors/location/dimension
- ix. Mailboxes-to be constructed of decorative iron by the vendor approved by the Architectural Review Committee
- x. Window shape/color/material
- xi. Doorway materials/color
- xii. General landscaping plans
- xiii. Fences-
materials/colors/locations/dimension-
(wrought-iron and/or brick will be encouraged)
- xiv. Accessory buildings-
materials/colors/general plans/ location
- xv. Grass cutting/ Landscaping maintenance-enforcement
- xvi. Satellite dishes-type/size/colors/location-
permission on each lot is at the discretion
of the Architectural Review Committee
- xvii. Restrictive Covenants-enforcement
- xviii. Exterior maintenance of all improvements

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. Group homes of any kind are expressly prohibited.

3. No lot shall be re-subdivided, 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 subdivision into more lots.

4. 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. No guns or firearms of any kind shall be discharged or fired in the subdivision.

5. No animals of any kind shall be allowed or maintained on any lot, except that dogs, except any variety of Pitbull dogs which are specifically prohibited, cats or other household pets may be kept, provided they are not kept for commercial or breeding purposes. Horses, fowl, swine and goats are expressly prohibited. The Architectural Review Committee shall have authority over all animals and shall have the right to order the removal or, any special control measures, as to any animal which becomes, in the sole opinion of The Architectural Review Committee, a nuisance or a hazard to the health and welfare of the development.

6. No trailer, basement house, mobile or modular home, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence on any lot; nor shall recreational vehicles or boats be used as a temporary or permanent residence on any lot. All homes must be "stick built or framed on site" upon a crawlspace foundation, however a raised slab foundation may be approved by the Architectural Review Committee on a case by case basis, but in no event will any at grade slab foundation be allowed.

7. No building shall be constructed or maintained on any lot closer to the street or side 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.

8. Minimum Square Footage. The total floor area of the main residential structure upon any Lot, exclusive of open porches, patios, garages, and breezeways: area as defined above shall not be less than two thousand one hundred (2,100) square feet for 1-story houses; not be less than two thousand three hundred (2,300) square feet for 1.5-story houses, with a minimum of one thousand six hundred (1,600) square feet on the first floor; and, not be less than two thousand four hundred (2,400) square feet for 2-story houses, with a minimum of one thousand five hundred (1,500) square feet on the first floor, unless waived in writing by the Architectural Review Committee.

All residences must be constructed with a minimum of 80% brick, stucco or dryvit, hardiboard (fiber concrete) or stone veneer exterior with crawl space type foundations and there shall be no slab construction without the prior written approval of the Architectural Review Committee.

There shall be a minimum roof pitch of 8/12 for 1-story houses, and 6/12 for 1.5-story and 2-story houses.

Floor to ceiling heights on the first floor of houses shall be a minimum of nine (9) feet, unless approved in writing by the Architectural Review Committee.

All construction must be per plans and specifications approved by the Architectural Review Committee.

9. Garages- All homes must have a minimum of a 2-car attached garage which shall enter from the side or the rear (except the Architectural Review Committee has authorization to waive this requirement where the shape of the lot and the design of the residence necessitates a variance,

provided, however, that if this requirement is waived, the garage door must be of the highest aesthetic quality and design and the owner shall be required to install and maintain an operational garage door opener), and all (side, front, and rear) garage doors shall remain closed, except for actual ingress or egress therein. Detached garages or other accessory buildings constructed or located on the premises are prohibited unless prior approval in writing is granted by the Architectural Review Committee.

10. Any and all outbuildings or detached garages approved by the Architectural Review Committee 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, nor shall any outbuilding be used as a residence.

11. No fence shall be permitted between any rear corner of the dwelling and the street. The use of hedges, shrubbery or evergreens as a fence, or in lieu of the 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 materials, construction and location. There shall be no wooden or chain link fences.

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.

13. The Developer, the North Side Estates Homeowners Association, or their assigns may 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 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 or Lease"**, or temporary contractor or subcontractor signs during actual construction period.

15. Unlicensed vehicles shall not be parked in the driveway of any lot, parked on any street in the subdivision, or operated within the subdivision, nor shall they be in the open or visible from the street or another lot. No inoperative or junk motor vehicles shall be permitted on any lot or street in the sub-division. No motor vehicle shall be parked in any area of the lot except in the driveway or garage.

16. No tractor-trailers, semis or school buses, moving vans, etc. shall be parked upon any lot or any subdivision street, except when loading or unloading.

17. No recreational vehicles, boats, motor homes, campers, trailers, or hobby vehicles shall be placed upon any lot unless kept in a garage. No motorized vehicles including motorcycles, dirt bikes, 3-

wheelers, 4-wheelers, etc. shall be permitted to operate on any developed or undeveloped lot or common areas.

18. Swimming Pools-Above Ground swimming pools shall not be permitted.

19. 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 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, 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.
- f. Maximum Building Time- Every dwelling house shall be constructed and completed, start to finish within 270 days of visible commencement of construction.

20. Exterior television and radio antennas shall not extend more than two feet in height above the ridge line of the dwelling house roof. Satellite dishes shall not exceed twenty-four inches in diameter. Any installation and placement must be pre-approved by the Architectural Review Committee within practical limits so long as, by doing so, such placement does not render the satellite dish non-functional.

21. Exposed metal fireplace chimneys are prohibited.

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

23. All building setback lines required by the controlling governmental authority shall be strictly observed and followed.

24. Tree Cutting & Initial Sodding- No living tree or bush with a

diameter greater than two inches, measured two feet above the ground level, shall be cut or otherwise destroyed without the prior written consent of the Architectural Review Committee. Original construction of each home must include a fully sodded front and side yard, as approved by the Agricultural Review Committee.

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, hazard or nuisance to any other lot owner.

26. All driveways shall be surfaced with poured concrete or exposed aggregate with a width of no less than 10 feet, and no more than 15 feet; except corner lots with side entry garages, which must be approved by the Architectural Review Committee, and all turn-around areas shall be no larger than 25 feet by 25 feet. Turn-around areas must be located on the side or in the rear of the lot. There shall be no circular or semi-circular driveways in the front of any residence, except with the approval of the Architectural Review Committee. All driveway orientations and design must be approved by the Agricultural Review Committee.

27. All drainage, water detention areas and S.T.E.P. systems, areas and/or easements servicing same of the North Side Estates not maintained by the Rutherford County and/or Consolidated Utility District shall be maintained solely by the North Side Estates Homeowners' Association as shown on the plats in various Sections in the Register's Office for Rutherford County, Tennessee, designated as a drainage, water detention area, or S.T.E.P. system areas or servicing same as otherwise amended, shall be reserved for the exclusive use of the owners of the lots. The North Side Estates Homeowners Association is responsible for the care and maintenance of the drainage and detention area. The North Side Estates Homeowners Association, either by majority vote of the members or by its Directors, may establish additional rules and regulations governing the use of the drainage and water detention area, and fencing thereof and for the maintenance thereof; and the association has authority to enforce said rules and regulations in accordance with these restrictive covenants and the By-Laws of the Association. Further, said drainage/detention area/S.T.E.P. system must be maintained, repaired and kept-up according to the standards and requirements of Rutherford County and/or Consolidated Utility District.

28. All motorized vehicles or equipment, except for the purpose of maintenance or repair by the Developer or the North Side Estates Homeowners Association, are strictly prohibited from use in any drainage and water detention area of the subdivision including, but not limited to, motorbikes, motorcycles, motor scooters, all-terrain vehicles, four-wheelers, three-wheelers, etc.

29. These protective covenants and the By-Laws attached hereto shall be enforced by the Architectural Review Committee herein created, or any individual lot owner in said subdivision, or the North Side Estates Homeowners Association, by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages. In the event litigation is implemented for the enforcement of these covenants or the By-Laws attached hereto, the prevailing party shall

be entitled to an award of attorney fees as additional damages.

30. Unless otherwise provided herein, amendment of these restrictions shall be the exclusive right of the Developer, so long as the Developer owns any lots in the original Sections of North Side Estates or any additional sections added hereto. Thereafter, amendments may be made by an instrument signed by not less than 75% of the owners of the lots in the development, one vote per lot, subject to these restrictions and shall include any additional sections added hereto and made subject to these restrictions with the approval of the Architectural Review Committee.

31. Each owner of a lot, which shall include these sections of the subdivision and any additional sections added hereto and made subject to these restrictions, shall be a member of the North Side Estates Homeowners Association and shall derive all benefits from, and be subject to, the By-Laws of said association which are attached hereto as Exhibit A. Membership in the Homeowner's Association is mandatory. Each lot owner must promptly pay all assessments levied by the Homeowner's Association. Said association shall be incorporated pursuant to the laws of the State of Tennessee. Notwithstanding the provisions of Paragraph 30, this Paragraph 31 shall not be amended or modified so as to permit a lot owner to withdraw or be excluded from the Homeowner's Association or be relieved of the responsibility of the payment of any assessment.

32. Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding lot owners of the initial Sections and any additional Sections added thereto of Section I, North Side Estates At Lascassas Pike of record in Plat Book 41, Page 16-17, R.O.R.C.T. until January 1st, 2037, at which time these protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on this the 17th day of NOVEMBER, 2017.

Oakland Development, LLC
By its Members:

Equity Programmers, Inc.

By: Kathy Nobles
Kathy Nobles, President

and

T & L Development, LLC

By: Jaranie Taber
Jaranie Taber, Member

STATE OF TENNESSEE]
SS.
COUNTY OF RUTHERFORD]

Before me, Kathy Nobles, Notary Public of the State and County aforesaid, personally appeared Kathy Nobles, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be the President of Equity Programmers, Inc., one of the within named members of Oakland Developments, LLC and that she as such President of Equity Programmers, Inc., executed the foregoing instrument for the purposes therein contained, by signing the name of Equity Programmers, Inc. as one of the members of Oakland Developments, LLC.

Witness my hand and seal, this the 17th day of November, 2017.

My Commission Expires:

10/20/19

STATE OF TENNESSEE]
SS.
COUNTY OF RUTHERFORD]

Before me, Sharon H. Gren, Notary Public of the State and County aforesaid, personally appeared Jeramie Taber, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a member of T & L Development, LLC, one of the within named members of Oakland Developments, LLC executed the foregoing instrument for the purposes therein contained, by signing the name of the T & L Development, LLC as one of the members of Oakland Developments, LLC.

Witness my hand and seal, this the 4th day of December, 2017.

My Commission Expires:

12/22/2019

Notary Public



EXHIBIT A
BY-LAWS
OF
NORTH SIDE ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

PURPOSE

These By-Laws are established for the benefit of the North Side Estates Homeowners Association, Inc., a Tennessee non-profit corporation, to provide for the enforcement of the Restrictive Covenants of North Side Estates, Section I, and any additional phases and sections added thereto and to administer and maintain the drainage, water detention and S.T.E.P. system area of the subdivision not governed by or maintained by Consolidated Utility District or the Rutherford County, Tennessee known as **SECTION I, NORTH SIDE ESTATES AT LASCASSAS PIKE**, in Rutherford County, Tennessee, and more particularly as shown on the Plat of record in Plat Book ____, page ____, Register's Office for Rutherford County, Tennessee and any additional sections added thereto, and amendments thereof.

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 North Side Estates.

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 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 seventy-five percent (75%) 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 Drainage, water detention area and S.T.E.P. system areas where not maintained by Consolidated Utility District or Rutherford County as well as any fences surrounding such areas as required by the Consolidated Utility District or Rutherford County. 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 developer 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 during the month of January of each year, upon a minimum of 5 days but not more than 14 days notice. 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 a majority 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, email 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 fourteen (14) 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 more 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 drainage, water detention and S.T.E.P. system areas not maintained by the Consolidated Utility District and Rutherford County.
- (b) Care, upkeep, etc. of the Subdivision Entrance area, signage and any other "common areas".
- (c) Establishment and Collection of assessments from the co-owners.
- (d) Designation and dismissal of the personnel necessary for the maintenance of the drainage, water detention, S.T.E.P. system areas.
- (e) Enforcement of the Restrictive Covenants of the Subdivision.
- (f) Establishment of an annual budget which initially shall be \$100.00 per lot due to be paid as each lot is initially sold by the initial owner.
- (g) Enter into contracts for the Association, including loan agreements.
- (h) Establish enforcement mechanisms, including fines.
- (i) Obtain fidelity bonds for the performance of the duties of the Directors and Officers of the Association, and liability insurance for the drainage and water detention area 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. 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 so elected shall take office immediately and serve the remainder of the expiring 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 one (1) such meeting 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 email, 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 email, 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 Lot 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-owner's 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 over 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 I. 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 advance either monthly or quarterly 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 commence upon the initial sale of any unimproved Lots by the original owners of the subdivision. 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. Materialsmen's, Judgment or Tax Liens: Each owner agrees to indemnify and to hold each of the other owners harmless for his proportionate share of any and all Materialsmen's, judgment or tax liens filed against the drainage and water detention area for labor, materials, services or other products incorporated in the such areas. In the event suit for foreclosure for a Materialsmen's lien, judgment or tax lien is commenced, then 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 drainage, water detention and S.T.E.P. system areas or fencing thereof 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 such 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 seventy-five (75%) of the total voting power of all lots in the development.

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:

NORTH SIDE ESTATES
HOMEOWNERS
ASSOCIATION, INC.

By: Kathy Nobles
Kathy Nobles, President

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Before me, the undersigned, personally appeared KATHY NOBLES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), to be the President of North Side Estates Homeowners Association, Inc., a Tennessee non-profit corporation, and executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND, at office, this 17th day of November, 2017.

Kristy LeBlanc
Notary Public

My Commission Expires: 10/20/19

