

Prepared By:
Murfree, Cope and Scriblett
16 Public Square N.
Murfreesboro, TN 37130

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR STRATFORD HALL

This Declaration of Covenants, Conditions, and Restrictions is made effective the 23rd day of April, 1999, by SCOTTLAND CHASE VENTURE (hereinafter referred to as "Declarant");

019067

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Properties") which Declarant desires to develop as a residential community with various open spaces and common facilities for the benefit of said community;

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties and to establish a method for the administration, maintenance, preservation, use and enjoyment of such portions of the Properties as are now or may hereafter be submitted to this Declaration;

WHEREAS, Declarant intends by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvements for the benefit of all owners and/or occupants of residential property within the Properties and all persons or entities having any interest in the Properties, by the recording of this Declaration;

WHEREAS, as part of the general plan of improvement of the Properties, Declarant desires to create an Association (as defined herein) to manage this Properties;

WHEREAS, Declarant desires that the Properties be held, sold and conveyed subject to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as may by Subsequent Amendment be added to the Properties and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Properties, and shall run with the real property submitted to this Declaration. They shall be binding on all parties having any right, title, or interest in the described Properties, or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Assessments" shall mean Assessments for Common Expenses provided for herein or by any subsequent Amendment, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units and of maintaining the Properties, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below.

Section 2. "Association" shall mean and refer to Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall be the elected body responsible for managing the affairs of the Association. Actions required of or permitted by the Board herein may be taken or fulfilled by

a committee or other designee as may be established or appointed by the Board in accordance with the Charter or Bylaws of the Association.

Section 4. "Bylaws" shall mean the Bylaws of Stratford Hall Homeowners' Association, Inc. attached hereto as Exhibit "B" and made a part hereof, and as may be amended from time to time.

Section 5. "Common Area" shall mean the Properties and any improvements thereto, but excluding Residential Units and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, any and all streets, roads, alleyways, bridges, parking areas, lakes, waterways, fences, structures, sidewalks, curbs, signs, lights, common utilities, and other improvements, which Common Area shall be conveyed to the Association.

Section 6. "Alleyways" shall mean a twenty (20') foot wide, more or less vehicular and utility access easement within the Common Area to the unit. Said Alleyways to be within the Common Area to be maintained by the Association and shall be platted on the plat of the development.

Section 7. "Cottage Home" shall mean independently owned structure on a separate lot.

Section 8. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Area, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

Section 9. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the subdivision developed on the Properties.

Section 10. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 11. "Mortgage" shall include a deed of trust, as well as a mortgage.

Section 12. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 13. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor.

Section 14. "Owner" shall mean and refer to one or more Persons or entities, including Declarant, who hold the record title to any Residential Unit whether it be a Cottage owner or a Townhome owner which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The only difference between a Cottage owner or a Townhome owner is the additional assessment for Townhome owners. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner. For the purpose of this declaration, the Owner of a Residential Unit which is under lease shall be as follows: for the purpose of votes and assessments, the record owner of the Residential Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the tenant residing in the Residential Unit. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association.

Section 15. "Person" shall mean a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 16. "Properties" shall mean and refer to the real property described in Exhibit "A"

attached hereto.

Section 17. "Residential Unit" or "Unit" shall mean a portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single family, which shall mean units for both Townhomes and Cottage Homes, whether a residence is constructed thereon or not. All Residential Units shall be shown and identified as numbered lots or units upon the Plat.

Section 18. "Townhomes" shall mean single family housing structures which are attached to other single family townhome structures.

Section 19. "Subsequent Amendment" shall mean an amendment to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations to the provisions of this Declaration.

ARTICLE II Property Rights

Every owner shall have a right and easement of enjoyment in and to the Common Area, subject to any restrictions or limitations contained in this Declaration or in any Deed or amendment thereto conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his other right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

ARTICLE III Membership and Voting Rights

Section 1. Membership in the Association. Every Person who is the record owner of a fee or undivided fee interest in any Residential Unit that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership, and any transfer of a Residential Unit shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Residential Unit owned. In the event the Owner of a Residential Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or a Member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular Residential Unit be cast for each Residential Unit, except for Class "B" Members as set forth below.

Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership and/or Declarant's rights as Declarant herein, but any transfer by Declarant of title to a Residential Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from any such assignment, pledge, hypothecation or alienation.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any. Class "A" Members shall include Owners of such Residential Units as may be annexed by Subsequent Amendment.

Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership by Section hereof; there shall be only one (1) vote per Unit. When more than one Person holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those Persons themselves determine and advise the Secretary of the Association prior to any meeting according to the procedures and other requirements set forth in the Bylaws. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one Person seeks to exercise it.

(b) Class "B". Class "B" members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. The Class "B" Members shall originally be entitled to four (4) votes for each Residential Unit owned. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following: (i) the 1st day of January, 2010; or (ii) when, in its discretion, the Declarant so determines. From and after the happening of these events, whichever occurs earliest, the Class "B" Member shall be deemed to be a Class "A" member entitled to one (1) vote for each Residential Unit in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the membership of the termination of Class "B" status. Declarant shall also be a Class "B" Member with respect to Residential Units it owns which are annexed by Subsequent Amendment until such time as such membership is converted to Class "A" membership as set forth above.

ARTICLE IV Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area shown on the plat of the development including, but not limited to, parks, alleyways, streets, street lights, sidewalks, and the main entrance gate.

The Association shall be responsible for additional maintenance which shall include cutting grass and edging to the garage of each unit though same are not part of the Common Area. The Association shall, as well, be responsible for the maintenance of front yards of each unit even though same are not part of the Common Area. This maintenance shall include cutting of grass, edging, weeding, fertilizing, and pest control for both Townhomes and Cottage Home lots; such maintenance to be funded as hereinafter provided. Additionally, the Association shall be responsible to maintain, repair, and replace, subject to any insurance then in effect, all trees, landscaping and other flora, structures, storm water control, as well as any improvements situated upon the Common Area.

Each unit owner, as to their individual unit, shall be responsible for plant replacement and maintenance of the irrigation system including payment of the water bill related to said irrigation system located on the individual unit lot for both Townhomes and Cottage Homes.

* As to Lots 6 through 17 ("Townhouse Lots") and any lots annexed thereto, maintenance shall in addition include maintenance, repair and replacement of roofs; maintenance and painting of exterior walls and trim; and fire and hazard insurance.

Section 2. Owner's Responsibility. In accordance with this Declaration and Subsequent Amendments to this Declaration, and except as provided in Article VIII, and except as provided in Article IV, Section 1 above, all maintenance of the exterior and interior portions of the Residential Unit; land, flora and landscaping within the boundaries of a Unit; those areas within enclosed patios, or courtyards; all inside and

outside walls, roofs and structural components of the Residential Unit; all patios, decks, balconies, and driveways serving only one Residential Unit; and other improvements not maintained by the Association shall be the sole responsibility of the Owner thereof, who shall maintain said portions of the Residential Unit in a manner consistent with the Community-Wide Standard, the applicable covenants set forth herein, and such rules and regulations as may be established by the Board of Directors from time to time. *

ARTICLE V
Insurance and Casualty Losses

Section 1. Insurance. The Board of Directors for the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall also obtain a public liability policy covering the Common Area, Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

The Board shall also maintain fire and casualty, insurance on the improvements on the townhome lots and any townhome lots annexed thereto by amendment to this declaration. Each unit owner of a townhome lot shall maintain their own liability insurance on their units with the Association named as additional insured.

Premiums for all insurance as required by this Article V shall be Common Expenses of the Association. The policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. Cost of insurance coverage shall be included in the Annual Assessment, as defined in Article IX, Section 1.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the more nearly equivalent rating.
- (b) All insurance policies shall be for the benefit of the Residential Unit Owners and their Mortgagees as their interests may appear.
- (c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.
- (d) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Murfreesboro, Rutherford County, Tennessee area.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests;
- (ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;
- (iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;
- (iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner, or mortgagee;
- (v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (vi) that no policy may be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, each Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

- (a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or construction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagees) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Residential Unit and may be enforced by such Mortgagee.
- (b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a) hereof.
- (c) If the damage or destruction for which the proceeds are paid is to be repaired or

The instrument prepared by:
Alvin L. Harris
201 Fourth Avenue, North, Suite 1230
Nashville, Tennessee 37219

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STRATFORD HALL

This Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall (the "Amendment") is made by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions and Restrictions for Stratford Hall of record in Book 649, page 175, Register's Office for Rutherford County, Tennessee (the "Declaration");

WHEREAS, the Association desires to amend provisions of the Declaration pertaining to maintenance of Townhouse Lots;

WHEREAS, pursuant to Article XII, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote, written consent or written ballot of fifty percent (50%) or more of the total votes of the Association; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, members representing at least fifty percent (50%) of the total votes of the Association approved this Amendment.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the Declaration as follows:

Amendment. The fourth paragraph of Article IV Section 1 is deleted in its entirety and replaced with the following:

As to Lots 6 through 17 ("Townhouse Lots") and any lots annexed thereto, maintenance shall in addition include maintenance, repair and replacement of roofs; maintenance and painting of exterior walls and trim and gutters; and fire and hazard insurance.

Ratification. In all other respects, the terms and conditions of the Declaration are ratified and confirmed.

*Called HOA mtg
10-14-21*

Heather Dawbarn, Register Rutherford County Tennessee	
Rec #: 1142455	Instrument #: 2398019
Rec'd: 10.00	
State: 0.00	
Clerk: 0.00	Recorded
Other: 2.00	10/18/2021 at 10:24 AM
Total: 12.00	in
	Record Book 2155 Pgs 1560-1561

SECRETARY'S CERTIFICATE

I, LANNY D. BATES, Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY and attest that, in accordance with Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Stratford Hall Homeowners' Association, Inc., members representing at least fifty percent (50%) of the total votes of the Association approved the Amendment.

Lanny D Bates
Secretary,
Stratford Hall Homeowners' Association, Inc.



STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lanny D Bates, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

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

Jennifer A. Sanborn
Notary Public
My commission expires: 2-20-23

reconstructed, the proceeds or such portion thereof as may be required for such purpose shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs or repairs or reconstruction to a townhomes or homes or in the event no repair construction is made after making such settlements as is necessary and appropriate with affected owner or owners and their mortgagees as their interest may appear shall be retained by the benefit of the Association and placed in the capital improvement account. This is a covenant for the benefit of any mortgagee of a townhome unit and may be enforced by such mortgagee.

Section 3. Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total eligible vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged portions of the Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. As to the townhomes' fire and casualty insurance, but not as to the common areas, the insurance proceeds shall be used to repair and restore the damaged townhome unit or units. The Association shall notify the townhome unit owner of the amount of insurance. The townhome unit owner may object to the Association if it feels the insurance carrier on a townhome unit is inadequate. However, in the event of fire or casualty, if insurance is insufficient to build the townhome unit or units, the owners of said units shall be responsible for paying any shortage to repair the construction.

* Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a special Assessment against all Owners in proportion to the number of Residential Units owned by such Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI
No Partition

There shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the total eligible vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII
Rights and Obligations of the Association

In addition to the powers delegated to the Association by its Charter, the Association shall have the obligation to perform each of the following duties related to the Properties and Common Area:

Section 1. Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area shown on the plat of the development, 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; to keep all improvements, if any, of whatever purpose from time to time located thereon in good order, condition, and repair. Any other provision of this Declaration, the Articles, or the Bylaws notwithstanding, the Association always shall maintain lien-free title to the Common Area, excepting only the lien of current taxes not yet due and payable. Said maintenance shall include, but not be limited to, parks, alleyways, streets, street lights, sidewalks, and the main entrance gate.

The Association shall be responsible for additional maintenance which includes cutting grass and edging to the garage of each unit though same are not part of the Common Area. The Association shall, as well be responsible for the maintenance of front yards of each unit even though same not part of the Common Area. This maintenance shall include cutting of grass, edging, weeding, fertilizing, and pest control for both Townhomes and Cottage Home lots; such maintenance to be funded as hereinafter provided. Additionally, the Association shall be responsible to maintain, repair, and replace, subject to any insurance then in effect, all trees, landscaping and other flora, structures, storm water control, as well as any improvements situated upon the Common Area.

Each unit owner, as to their individual unit, shall be responsible for plant replacement and maintenance of the irrigation system including payment of the water bill related to said irrigation system located on the individual unit lot for both Townhomes and Cottage Homes.

As to Lots 6 through 17 ("Townhouse Lots"), maintenance shall also include maintenance, repair and replacement of roofs; maintenance and painting of exterior walls and trim; and fire and hazard insurance.

Section 2. Water and Other Utilities. To acquire, provide, and/or pay for, water, sewerage, garbage disposal, electrical, telephone, gas, and other necessary utility services for the Common Area.

Section 3. Taxes and Assessments. To pay all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the 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 in an amount at least equal to such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

Section 4. Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee, with a financial rating by Best's Insurance Reports of BBB+ or better, and maintain in force at all times such insurance as is required by this Declarant.

Section 5. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Rutherford County conveyed to it by the Declarant as permitted herein.

Section 6. Rules and Regulations. The Association, through its Board of Directors or otherwise, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declarant. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board or otherwise, may, by contract or other agreement, enforce county ordinances or permit Rutherford County to enforce ordinances on the Properties for the benefit of the Association and its members.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX
Assessments

*amended 10-2-12 (2) Amendm
5-9-11
12-12-09
ENTS*

Section 1. Creation of Assessments. There are hereby created Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors for the Association. The Annual Assessments for the Association shall be allocated equally among all Residential Units owned by Persons other than declarant in the Association and shall be for expenses determined by the Board to be for the

The instrument prepared by:
Alvin L. Harris
201 Fourth Avenue, North, Suite 1230
Nashville, Tennessee 37219

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1142455
Rec'd: 15.00 Instrument #: 2398020
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 10/18/2021 at 10:24 AM
Total: 17.00 in
Record Book 2155 Pgs 1562-1564

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STRATFORD HALL

This Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall (the "Amendment") is made by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions and Restrictions for Stratford Hall of record in Book 649, page 175, Register's Office for Rutherford County, Tennessee (the "Declaration");

WHEREAS, Article XI was previously amended to prohibit garage sales, yard sales and similar activities by adding a new Article XI Section 1(w);

WHEREAS, the Association desires to further amend Article XI Section 1(w) to expressly include on-line auctions of real and personal property to the list of activities prohibited by that section;

WHEREAS, pursuant to Article XII, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote, or written consent or written ballot of fifty percent (50%) or more of the total votes of the Association; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, members representing at least fifty percent (50%) of the total votes of the Association approved this Amendment.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the Declaration as follows:

Amendment. Article XI Section 1(w) (added by previous amendment recorded in Book 1060, page 2982 with the Register's Office for Rutherford County, Tennessee) is deleted in its entirety and replaced with the following:

(w) Yard Sales and Garage Sales. Except as expressly provided below, yard sales, garage sales, flea markets, rummage sales, personal property sales, real property auctions, personal property auctions, estate sales, estate auctions and any similar activity are prohibited within the Properties. Advertising or publicizing any such activity in any manner is likewise prohibited.

An Owner may advertise online and conduct one (1) online auction of real and/or personal property on their Lot during the period the Owner owns the Lot (co-Owners of a Lot are considered a single Owner). Real property auctions may only be conducted online and/or inside the home which is for

sale. Absolutely no auctions or sales activity of any kind is permitted outside the dwelling. Persons participating in or observing the sale shall remain inside the dwelling. Items for sale or pickup may not be displayed anywhere outside the dwelling.

On-site sales of personal property not held in conjunction with the sale of a Lot are strictly prohibited. An Owner may advertise online and conduct one (1) online sale of personal property on their Lot during the period the Owner owns the Lot (co-Owners of a Lot are considered a single Owner), but such sales are limited to no more than two hundred fifty (250) lots. If an online sale of personal property requires more than twenty (20) different lots for pickup, the Owner shall coordinate the schedule of pickups with the Board. Items for sale or pickup may not be displayed anywhere on Common Area or on the Lot outside the dwelling.

An Owner seeking to conduct a sale of real or personal property permitted by this section shall give written notice of the sale to the Association's President or Vice President no less than seven (7) days in advance of the sale.

If any Owner or resident (whether acting themselves or through an agent) violates this section, in addition to any other remedy to which the Association is entitled, the Association shall be entitled to (a) levy one or more fines against the violator(s) in amounts determined by the Association's Board of Directors up to Two Thousand Dollars and no/100 (\$2,000.00) per violation (each day during which a prohibited activity is advertised, publicized or conducted being a separate violation), (b) a temporary restraining order, temporary injunction and/or permanent injunction against the violator(s) from a court of competent jurisdiction in Rutherford County, Tennessee, and (c) recover from the violator(s) any and all expenses, including reasonable attorney's fees, incurred by the Association in enforcing this section.

Ratification. In all other respects, the terms and conditions of the Declaration are ratified and confirmed.

SECRETARY'S CERTIFICATE

I, Lanny D. Bates Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY and attest that, in accordance with Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Stratford Hall Homeowners' Association, Inc., members representing at least fifty percent (50%) of the total votes of the Association approved this Amendment.

Lanny D. Bates
Secretary,
Stratford Hall Homeowners' Association, Inc.



STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lanny D. Bates, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

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

Jennifer A. Sanborn
Notary Public
My commission expires: 2-20-23

benefit of the Association as a whole. Assessments with respect to Units owned by Declarant shall be based solely on expenses such as taxes and insurance which are attributable to such units and shall exclude other expenses which do not benefit such Units. Special Assessments may be levied against all Residential Units or Residential Units in particular portions of the Properties when the Special Assessments benefit less than the Association as a whole. Each owner of a townhome unit acknowledges that their unit will be subject to a special assessment in addition to the assessment for common expenses to cover the maintenance, repair and replacement of roofs, maintenance and painting the exterior walls and trim, and to provide for the cost of fire, hazard and casualty insurance on the townhome unit. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the highest rate allowable under the laws of Tennessee from time to time relating to usury for residential real estate loans (or if no such rate is established, sixteen percent (16%) per annum), costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each assessment is made. General Assessment for the first year and a breakdown thereof for townhome and cottage units is attached hereto. Each townhome and cottage unit owned lot shall be subject to said assessment when a certificate of occupancy is obtained on the first unit lot. The first budget year for the homeowners' association shall commence January 1, 1999 with annual assessments being prorated as of the date of closing of a unit.

The developer will guarantee any shortages in the budget as long as it controls the property. *

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Residential Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Assessment shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Annual Assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments.

Annual assessments cannot be increased more than 10% per annum without the vote of two-thirds majority of the members of the Association.

Section 2. Computation of Annual Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Board shall cause a copy of the budget, and the amount of the Assessments to be levied against each Residential Unit as well as the additional assessment to be levied on the Townhouse Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the Assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of both classes of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

* Section 3. Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy, during any calendar year, but in no event prior to the first annual meeting of the Members, Special Assessment, applicable only to that year, to be used solely to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, said assessments may be levied on all lots owners or Townhouse Lot owners or both; provided, however that any Special Assessment shall be approved by vote or

written consent of (a) sixty-seven percent (67%) of each class of members in the Association present and voting, either in person or by proxy, and entitled to vote at a meeting of the members of the Association called for such purpose at which a quorum is present; and (b) sixty-seven percent (67%) of the Unit Owners directly affected or benefited by the Special Assessment, in the opinion of the Board, if less than all of the Owners are benefited.

Section 4. Lien for Assessments. To secure the payment of any Assessment, a lien is expressly retained in favor of the Association on each and every Residential unit in the Association. Such lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, first mortgage liens, and other levies which by law would be superior thereto.

For the purposes of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of Assessments, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto Charles R. Chastain, Trustee, his successors and assigns, their respective Residential Units with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If each Trustor shall pay his Assessments when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Residential Unit. If the Assessments with respect to any Residential Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three publications in any newspaper, daily or weekly, published in Rutherford County, Tennessee to sell said Residential Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from all statutory, equitable and other rights of redemption, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor 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 Association may, at any time after default in the payment of any assessment, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Residential Unit, 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 the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

- (1) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;
- (2) Second, to the payment of all taxes which may be unpaid with respect to such Residential Unit;
- (3) Third, to the payment of all unpaid Assessments with respect to such Residential Unit;
- (4) Fourth, the residue, if any, will be paid to the Owner of such Residential Unit, his order, representatives or assigns or to any other person legally entitled thereto;

In the 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 Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's office for Rutherford County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

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ARTICLE XI
Use Restrictions

Section 1. Use Restrictions. In addition to all other covenants contained herein, the use of the Properties is subject to the following:

(a) Residential Use. Except as otherwise provided in this Declaration, each Residential Unit shall be used as a residence and for no other purposes, and there shall not be constructed or maintained upon any Residential Unit more than one single-family residence. Except as otherwise provided in this Declaration, the Common Area shall be used for recreational, social, and other purposes directly related to the single-family use of the Residential Units authorized hereunder.

(b) Maintenance of Exterior and Interior. Except as provided in Article IV, Section 1, each Owner shall be responsible for the maintenance of, and shall maintain, the exterior and interior of his Residential Unit, including interior walls, exterior and windows, glass, ceilings, floors, doors, windows, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition.

(c) Easement to Make Repairs. Except as provided in Article IV, Section 1, each Owner shall (1) keep his Residential Unit free from rubbish, litter, and noxious weeds; (2) maintain, cultivate, and keep in good condition and repair shrubs, trees, grass, lawns, plantings, and other landscaping located, or from time to time placed, within the bounds of his Residential Unit; and (3) replace dead plants, shrubs, trees, grass, or landscaping of the same or similar type. Each Residential Unit shall be subject to an easement for access to make necessary repairs upon any adjoining Residential Unit and structure therein; provided, however, that:

(1) Any damage caused by such entry shall be repaired at the expense of the Owner whose Residential Unit was the cause of the repair work that lead to such entry;

(2) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the entered Residential Unit;

(3) In no event shall said easement be deemed to permit unauthorized entry into the interior portion of any residence.

(d) Association to Landscape Common Area. Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass, plantings, and other landscaping upon the Common Area located on the Properties, and, subject to the conditions stated below, on all or any portion of a Residential Unit. No Owner shall remove, alter, or injure in any way any shrubs, trees, grass, plants, or other landscaping placed upon or about his Residential Unit by Declarant or the Association, without first obtaining the written consent of the Board of the Association.

(e) Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view on any Residential Unit or portion of the Common Area, except for (1) directional or informational signs, established by Declarant or the Association, (2) signs used by Declarant, or by its successors or assigns, to advertise the Properties, provided such signs are located on the Common Area or on Residential Units owned by Declarant, and (3) signs not in excess of six (6) square feet per side erected by an Owner upon that Owner's Residential Unit to advertise the sale of that Unit.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Where the purchase of a foreclosed Residential Unit will result in a ten percent (10%) or greater increase in Assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Association, including a majority of members of each Class of Membership. During the prior owned by an Association following foreclosure: (1) no right to vote shall be exercised on behalf of the foreclosed Residential Unit; (2) no Assessment shall be assessed or levied on it; and (3) each other Residential Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a Member who is in default of payment of any Assessment after notice and hearing.

Section 5. Capital Budget and Contribution. As noted in Article IX, Section 2, above, the Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets; the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by Annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 6. Certificate of Payment. The Board shall, upon request and for a reasonable charge not to exceed \$25.00, furnish to any Person a certificate, signed by an officer of the Association, setting forth whether or not all Assessments, whether Annual or Special, on a specified Residential Unit have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7. Start-up Assessment. Each unit owner shall pay to the Association a start-up assessment fee of one month's assessment for initial working capital. The additional assessment to be paid to the Association at closing. This one time assessment shall be in addition to the regular monthly assessments.

ARTICLE X Architectural Standards

Without the prior written approval of the Board or the SARB (as defined below), no Person shall construct any Residential Unit or other improvements upon a Unit, or after completion of such Residential Unit or other improvements, make any modifications, additions or alterations to such Residential Unit or any structure thereon or improvement thereto. In the event the Board or the SARB (if applicable) fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

The Board may designate a site and architectural review board (the "SARB") to exercise its authority under this Article and shall promulgate detailed standards and procedures in implementing the requirements of this Article. The Board and any committee it may designate may not discriminate between Owners, and upon a written request for a hearing submitted to the Board, an aggrieved Owner shall have the right to a hearing before the Board in accordance with the applicable procedures set forth in Article XI, Section 3. The Board shall have the standing and authority to enforce in courts of competent jurisdiction its decisions in connection with this Article. This Article shall be effective, and may not be amended without the prior written consent of Declarant, so long as Declarant owns any land subject to this Declaration or subject to annexation by this Declaration.

(f) Quiet Enjoyment. No noxious, offensive, or illegal activity shall be carried on, in or upon any Residential unit or any part of the Properties, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with each Owner's quiet enjoyment of his respective Residential Unit, or that shall increase the rate of insurance in any way.

(g) Temporary Structures. No structure of a temporary character, or other out-building shall be used on any Residential Unit or the Common Area at any time as a resident or otherwise, either temporarily or permanently. Declarant or its agents shall have the right to conduct any business necessary for the sale of Residential Units, including showing model units and maintaining a sales and/or construction office on the Common Area or in any Residential Unit owned by Declarant. In furtherance thereof Declarant shall have an easement over all of the Common Area for ingress, egress, and parking for itself, its agents, employees, and prospective buyers of Residential Units for so long as Declarant or any subsidiary or affiliated company owns any interest in the properties, and Declarant may block or restrict access over and across roadways so long as access to a particular Unit owned by a Person other than Declarant is not prohibited.

(h) Animals. No animals, reptiles, rodents, livestock, birds, fish, or poultry of any kind shall be raised, bred, or kept in or on any Residential Units, except that a maximum of two (2) dogs, cats or such other household pets approved by the Association (or a combination thereof not to exceed a total of two pets) may be kept in a Residential Unit, provided such pets are not kept, bred, or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept in or about any Residential Unit if such keeping results in an annoyance or is obnoxious to residents in the vicinity. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or property caused by any pets brought or kept in or upon any Residential Unit or on the Common Area by any Owner or by members of his family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph (h), a particular animal, bird, fowl, poultry, or livestock is a nuisance and therefore to be removed from the Properties.

(i) Garage and Driveways. Every detached house constructed on a Residential Unit shall contain a garage of sufficient size to hold at least two standard size automobiles. Every garage door shall be equipped with a remote-controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited. All driveways shall be paved with a hard-surfaced material.

(j) Vehicles. No truck, trailer, camper, boat, van or similar equipment shall be permitted to remain upon or within the Common Area unless on a space designated for such use by the Association. No such equipment may be stored or permitted to remain upon or within a Residential Unit for more than 48 hours unless stored in an enclosed garage.

(k) Exterior Structures. No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the Properties, except such as are installed in accordance with the initial construction of the improvements or approved by the Association as provided in Article XI. No building, including out-buildings, patios, fences, and porches, shall be removed from, erected on, placed or altered on any residential Unit, or any portion of the Common Area, until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Association with respect to quality of workmanship and materials, harmony of external design with existing

structure or structures, and location as provided in Article XI. Any alteration in the exterior color of any structural improvement shall likewise be subject to the prior approval of the Association. The prohibitions set forth herein shall not apply to Declarant.

(l) Exterior Radio and Television Equipment. No towers, antennae, aerials, dishes, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on any portion of the Properties without the prior written consent of the Association. Notwithstanding the approval of same by the Association, none of same may be visible from the street.

(m) Garbage Collection. All rubbish, trash, and garbage shall be removed from the Properties regularly and shall not be allowed to accumulate thereon. All refuse containers, clothes lines, woodpiles, storage areas, machinery, or equipment shall be kept in such a manner as not to be visible from neighboring property or contiguous streets. No incinerators shall be kept or maintained on any Residential Unit.

(n) Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against his respective Residential Unit and the utility charges for said Residential Unit.

(o) Infections, Plant Diseases or Insects. No Owner shall permit any thing or condition to exist upon any portion of such Owner's Residential Unit that shall induce, breed, or harbor infections, plant diseases, vermin or noxious insects.

(p) Reasonable Inspection and Entry. The Board shall have the right of inspection and entry in order to perform the duties and obligations of the Board under this Declaration and under the Bylaws. In addition, the Declarant, the Association, and their designees, shall have the right to enter upon a Unit for the purpose of cutting grass, hedges, shrubbery and providing maintenance agreed upon with the Owner thereof.

(q) Trade or Business. No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Residential Unit or upon the Common Area or any portion thereof without the prior approval of the Board. The Board may disapprove such a trade or business in the event that it determines that the trade or business would have a negative impact on the Properties, including, without limitation, creating problems related to traffic, parking or security. In determining whether to approve a trade or business conducted in a Residential Unit, the Board shall be provided with detailed information on (i) the type of trade or business and (ii) the activities related thereto that could potentially affect the properties. In the event that the Board approves a certain trade or business (the "Approved Use"), then so long as the activities related to that Approved Use do not materially change from the activities described to and approved by the Board, then the Board (whether or not the composition of the Board changes) shall not have the right to disapprove the Approved Use after the date of the original approval.

(r) Declarant's Access to Properties. So long as Declarant owns any of the Properties, Declarant shall have the right to keep open the security gate(s) to the Properties for purposes of sales, marketing, construction or other related purposes and the Association shall not have the right to prevent such action by Declarant.

(s) Compliance with Law. The Association and each Owner shall comply promptly with all laws, statutes, ordinances, rules, and regulations of federal, state, or municipal governments

or authorities applicable to use, occupancy, construction, and maintenance of any improvements upon the Residential Units.

(t) Damage from Plants. No Owner shall permit any plant, tree, shrubbery or other similar item to exist upon any portion of such Owner's Residential Unit that shall damage or create a nuisance on another Residential Unit. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph (t), a particular plant, tree, shrubbery, or other similar item is a nuisance and therefore to be removed from the Properties.

(u) Drapes. Any drapes or window treatments in any residential unit which can be seen from the exterior of a residential unit shall be lined or backed with material which is white, off-white or neutral so that no other color other than these hereinabove set out can be seen on the window treatment from the exterior.

Section 2. Additional Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the Properties located within its jurisdiction, including the Units and the Common Area, provided such rules and regulations are not inconsistent with this Declaration.

Section 3. Inspection and Enforcement. The Board of each Association may establish procedures and policies for inspection of Units and enforcement of existing requirements.

ARTICLE XII General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any of the Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, 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 ten (10) years, unless an instrument in writing, signed by 67% of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. For a period of ten (10) years from the date hereof, Declarant may amend this Declaration, without joinder or any Owner; thereafter or in the event Declarant does not own any of the Properties, by the affirmative vote (in person or by proxy) or written consent of fifty percent (50%) or more of eligible Members. Any amendment shall not become effective until recorded in the Register's Office of Rutherford County, Tennessee. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify its officers and directors against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to

which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees, subject to such rules and regulations as the Board of Directors may adopt.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Area or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant, or any of the Associations. There also shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units, due to the placement or settling or shifting of roof overhangs, downspouts, gutters, eaves, foundations or fireplaces/chimneys constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Area or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point.

Each cottage unit owner grants a recreational and use easement three (3) feet in width to the area located next to its zero wall from the front grade to the base of the garage to the unit owner adjacent thereto. The zero wall is the exterior side of each unit without windows. The unit owner receiving the recreational and use easement may landscape said area, install in it a deck and add other ornamental or landscaping features. However, the beneficiary of said easement shall have no right to affix anything to the zero wall. The owner of the property on which the three (3') foot recreational and use easement is located shall have full access to said easement for the purpose of maintaining its unit.

Section 6. Easements for Utilities, Etc.

(a) There is hereby reserved to the Declarant and granted to the Association blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining security and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, and electricity. The Board shall, upon written request, grant such easements as may be reasonably necessary for the development, maintenance or alteration of any portion of the Properties.

(b) Declarant hereby reserves unto itself and the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, and the Charter, Bylaws, and Association Rules.

(c) Notwithstanding anything herein to the contrary, this Declaration and the conveyance of each Residential Unit shall be subject to all easements heretofore or hereafter granted by Declarant or by the Board for the installation and maintenance of utilities and drainage facilities necessary for the development of the Properties.

(d) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Properties, which connections or any portion thereof lie in or upon the Common Area or Residential Units owned by Owners other than the Owners of the Residential Units served by said connections, the Owner of each Residential Unit served by said connections shall have the right, and hereby is granted an easement to the full extent necessary therefor, to enter upon or have the utility companies enter upon the Residential Unit or Common Area upon which said connections, or any portion thereof, lie for the purpose of repairing, replacing, and generally maintaining said connections as and when the same may be necessary.

(e) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Properties, which connections serve more than one Residential Unit, the owner of each Residential Unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as serve his Residential Unit.

(f) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon the written request to the Association of any one of such Owners, the matter shall be submitted to the Board, which shall decide the dispute and make an assessment against any or all of the Owners involved, which assessment shall be collected and enforced in the manner provided by Article IX of this Declaration.

(g) Each of the easements provided for in this Declaration shall be deemed established upon the recordation of this Declaration and thenceforth shall be deemed covenants running with the land for the use and benefit of the Residential Units and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Properties. In furtherance of the easements provided for in this Declaration, the individual deeds to Residential Units may, but shall not be required to, set forth said easements.

Section 7. Construction and Sale by Declarant. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Residential Units shall continue, it shall be expressly permissible for Declarant to construct, maintain and carry on upon portions of the Properties, other than Residential Units owned by persons other than Declarant, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, Residential Units, utilities, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the declarant as models and sales offices. Declarant shall also have the right to enter Residential Units to install roads, utilities, and other Common Area improvements. This Section may not be amended without the express written consent of the Declarant.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9. Right of Entry. The Association shall have the right to enter into any Residential Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance, personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right of the Association to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

ARTICLE XIII
Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's office of Rutherford County, Tennessee.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration effective the 23rd day of April, 1999.

SCOTTLAND CHASE VENTURE

By: [Signature]

Title: General Partner

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, John Horney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the general partner of SCOTTLAND CHASE VENTURE; the within named bargainer, a General Partnership, and he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such partner.

WITNESS MY HAND and official seal at my office on this the 23rd day of April, 1999.

Wayne J. Dinsom - Vance
Notary Public

My commission expires: 3/17/2001



The instrument prepared by:
Alvin L. Harris
Hubbard, Barry & Harris, PLLC
201 Fourth Avenue, North, Suite 1420
Nashville, Tennessee 37219

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STRATFORD HALL**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall (the "Amendment") is made this 2nd of OCTOBER 2012 by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions and Restrictions for Stratford Hall of record in Book 649, page 175, Register's Office for Rutherford County, Tennessee (the "Declaration");

WHEREAS, in order to better fund the Association's operating capital, the Association desires to increase the amount of the start-up assessment currently required by Article IX Section 7 of the Declaration;

WHEREAS, pursuant to Article XII, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote (in person or by proxy) or written consent of fifty percent (50%) or more of the eligible members of the Association; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, members representing at least fifty percent (50%) of the total votes of the Association approved this Amendment by their affirmative vote or written consent.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the Declaration as follows:

1. Amendment.

Article IX Section 7 of the Declaration is hereby deleted in its entirety and replaced by the following:

Section 7. Start-up Assessment. Upon the initial transfer of title of any Unit to the first Owner who is not a builder or the developer, the new Owner shall pay the Association a start-up assessment of Five Hundred Dollars and no/100 (\$500.00) which the Association may use for working capital or for any other valid purpose. This start-up assessment shall be paid at the closing of the sale of the Unit or within five (5) days of the transfer of title to the Unit, whichever is earlier. This start-up assessment is separate from and in addition to the regular monthly assessments owed by the Unit Owner.

2. Ratification. In all other respects, the terms and conditions of the Declaration are ratified and confirmed.

IN WITNESS WHEREOF, Stratford Hall Homeowners' Association, Inc., being authorized so to do in Article XII, Section 2 of the Declaration, has adopted this Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall as of the recordation of this document with the Register's Office for Rutherford County, Tennessee.

SECRETARY'S CERTIFICATE

I, Barbara Cunningham, Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY and attest that, in accordance with Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Stratford Hall Homeowners' Association, Inc., members representing at least fifty percent (50%) of the total votes of the Association approved the Amendment by their affirmative vote or written consent.

Barbara Cunningham
Secretary,
Stratford Hall Homeowners' Association, Inc.

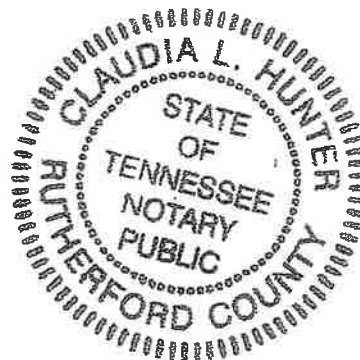
Record Book
1164 Pg 1300

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Barbara Cunningham, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

Sworn to and subscribed before me this 2 day of October, 2012.

Claudia L. Hunter
Notary Public
My commission expires: 1/21/14



Heather Dawbarn, Register
Rutherford County Tennessee

Rec #: 712704
Rec'ds: 10.00 Instrument #: 1805104
States: 0.00
Fees: 0.00 Recorded
12.00 10/3/2012 at 3:03 PM
12.00 in
Record Book 1164 Pgs 1299-1300

The instrument prepared by:
Alvin L. Harris
Hubbard, Berry & Harris, PLLC
201 Fourth Avenue, North, Suite 1420
Nashville, Tennessee 37219

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STRATFORD HALL**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall (the "Amendment") is made this 2nd of OCTOBER, 2012 by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions and Restrictions for Stratford Hall of record in Book 649, page 175, Register's Office for Rutherford County, Tennessee (the "Declaration");

WHEREAS, the Association desires to charge a transfer fee upon all transfers of Unit ownership;

WHEREAS, pursuant to Article XII, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote (in person or by proxy) or written consent of fifty percent (50%) or more of the eligible members of the Association; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, members representing at least fifty percent (50%) of the total votes of the Association approved this Amendment by their affirmative vote or written consent.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the Declaration as follows:

1. Amendment.

Article IX of the Declaration is hereby amended by adding a new Section 8 as follows:

Section 8. Transfer Fees. Upon the initial transfer of title of any Unit to the first Owner who is not a builder or the developer, the new Owner shall pay the Association a transfer fee in the amount of One Hundred Seventy-Five Dollars and no/100 (\$175.00). Upon any subsequent transfer of a Unit, the new Owner shall pay the Association a transfer fee in the amount of Four Hundred Seventy-Five Dollars and no/100 (\$475.00). The Association may use transfer fees to defray the expenses it incurs as a result of the transfer in title and for any other valid purpose. Transfer fees shall be paid at the closing of the sale of the Unit or within five (5) days of the transfer of title to the Unit, whichever is earlier. Transfer fees are separate from and in addition to regular monthly assessments or any other charges to Unit Owners.

2. Ratification. In all other respects, the terms and conditions of the Declaration are ratified and confirmed.

IN WITNESS WHEREOF, Stratford Hall Homeowners' Association, Inc., being authorized so to do in Article XII, Section 2 of the Declaration, has adopted this Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall as of the recordation of this document with the Register's Office for Rutherford County, Tennessee.

SECRETARY'S CERTIFICATE

BARBARA CUNNINGHAM, Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY and attest that, in accordance with Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Stratford Hall Homeowners' Association, Inc., members representing at least fifty percent (50%) of the total votes of the Association approved the Amendment by their affirmative vote or written consent.

Barbara Cunningham
Secretary,
Stratford Hall Homeowners' Association, Inc.

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Barbara Cunningham, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

Sworn to and subscribed before me this 2 day of October, 2012.

Claudia L. Hunter
Notary Public
My commission expires: 1/21/14



Heather Dawbarn, Register
Rutherford County Tennessee
Rec # 712704
Lds 10.00 Instrument #: 1805105
Lst 0.00
Ls 0.00 Recorded
Dwner 2.00 10/3/2012 at 3:03 PM
Totals 12.00 in
Record Book 1164 Pgs 1301-1302

The instrument prepared by:
Alvin L. Harris
Hubbard, Berry & Harris, PLLC
201 Fourth Avenue, North, Suite 1420
Nashville, Tennessee 37219

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STRATFORD HALL**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall (the "Amendment") is made this 9th of MAY, 2011 by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions and Restrictions for Stratford Hall of record in Book 649, page 175, Register's Office for Rutherford County, Tennessee (the "Declaration");

WHEREAS, in an effort to avoid problems created by increased vehicle traffic from non-residents, the Association desires to amend the provisions of the Declaration to prohibit garage sales, yard sales and the like;

WHEREAS, pursuant to Article XII, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote (in person or by proxy) or written consent of fifty percent (50%) or more of the eligible members of the Association; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, members representing at least fifty percent (50%) of the total votes of the Association approved this Amendment by their affirmative vote or written consent.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the Declaration as follows:

1. Amendment.

Article XI of the Declaration is hereby amended to add the following new subsection 1(w):

(w) Yard Sales and Garage Sales. Yard sales, garage sales, flea markets, personal property sales, personal property auctions, estate sales, estate auctions and similar activities are prohibited anywhere within the Properties.

2. Ratification. In all other respects, the terms and conditions of the Declaration are ratified and confirmed.

*Amended
called mtg. 10-14-21*

IN WITNESS WHEREOF, Stratford Hall Homeowners' Association, Inc., being authorized so to do in Article XII, Section 2 of the Declaration, has adopted this Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall as of the recordation of this document with the Register's Office for Rutherford County, Tennessee.

SECRETARY'S CERTIFICATE


I, Claudia Hunter, Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY and attest that, in accordance with Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Stratford Hall Homeowners' Association, Inc., members representing at least fifty percent (50%) of the total votes of the Association approved the Amendment by their affirmative vote or written consent.

Claudia S. Hunter
Secretary,
Stratford Hall Homeowners' Association, Inc.

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Claudia Hunter, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

Sworn to and subscribed before me this 11 day of May, 2011.

Jessica Schumaker
Notary Public
My commission expires: _____


Heather Daubarn, Register
Rutherford County Tennessee
Rec # 656085
Rec'd: 10.00 Instrument #: 1726472
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 5/13/2011 at 1:39 PM
Total: 12.00 in
Record Book 1060 Pgs 2982-2983

The instrument prepared by:
Alvin L. Harris
Hubbard, Beery & Harris, PLLC
201 Fourth Avenue, North, Suite 1420
Nashville, Tennessee 37219

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STRATFORD HALL**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall (the "Amendment") is made this 17th of December, 2009 by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions and Restrictions for Stratford Hall of record in Book 649, page 175, Register's Office for Rutherford County, Tennessee (the "Declaration");

WHEREAS, the Association desires to amend the Declaration to generally prohibit leasing of Residential Units within the Stratford Hall development;

WHEREAS, pursuant to Article XII, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote (in person or by proxy) or written consent of fifty percent (50%) or more of the eligible members of the Association; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, members representing at least fifty percent (50%) of the total votes of the Association approved this Amendment by their affirmative vote or written consent.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the Declaration as follows:

1. Amendment.

Article XI, Section 1 is amended by adding the following new subsection (v):

(v) Further Leasing Prohibited. *Effective upon recordation of this Amendment with the Register's Office for Rutherford County, Tennessee, no Owner shall grant any form of leasehold interest in his Residential Unit or any portion thereof. Subject to the exceptions stated in this subsection (v), Residential Units may only be occupied by Owners or family members residing with Owners in a Residential Unit; provided however, that any Residential Unit subject to any lease or rental agreement in effect on the effective date of this Amendment, or any Residential Unit occupied solely by family member(s) of an Owner (without the Owner) on the effective date of this Amendment, shall not be subject to the prohibitions contained in this subsection (v) until title to such Residential Unit shall vest in some person or entity other than the current Owner (or said Owner's spouse). Any inconsistency*

between this Amendment, on one hand, and any other provisions of the Declaration not amended hereby or the Bylaws, on the other (including without limitation references to "tenants," "leases," or other term related to leasing) shall be resolved in favor of this Amendment.

The term "leasehold interest" shall include without limitation interests created by a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract and a lease with an option to purchase.

To avoid undue hardships, an Owner may make written application to the Board of Directors seeking permission to lease his or her Unit, on one (1) occasion only, for a period of not less than six (6) consecutive months and not more than twelve (12) consecutive months. Applicable hardships shall be limited to the following:

- A. Death of an Owner (rental to be allowed during probate period);*
- B. Loss of job or temporary job transfer (rental to be allowed if Owner has relocated due to job circumstances or is on temporary job assignment more than fifty (50) miles from the Unit);*
- C. Owner is confined to a medical or nursing care facility;*
- D. Owner who is a reservist in the United States Armed Forces is called to temporary active duty, or an Owner who is active-duty personnel in the United States Armed Forces is temporarily deployed more than fifty (50) miles from the Unit; time restrictions shall not apply to leases permitted under this subsection D.*

Any occupant of a leased Unit shall be subject to all terms and conditions of the Declaration, the Association's By-Laws and any rules and regulations of the Association.

2. Ratification. In all other respects, the terms and conditions of the Declaration are ratified and confirmed.

Record Book
969 Pg 3325

IN WITNESS WHEREOF, Stratford Hall Homeowners' Association, Inc., being authorized so to do in Article XII, Section 2 of the Declaration, has adopted this Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall as of the recordation of this document with the Register's Office for Rutherford County, Tennessee.

SECRETARY'S CERTIFICATE

I, Claudia Hunter, Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Stratford Hall Homeowners' Association, Inc., members representing at least fifty percent (50%) of the total votes of the Association approved the Amendment by their affirmative vote or written consent.

Claudia L. Hunter
Secretary,
Stratford Hall Homeowners' Association, Inc.

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Claudia Hunter, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

Sworn to and subscribed before me this 22 day of December, 2009.

Faleecia McAdoo
Notary Public
My commission expires: October 17, 2010



Jennifer H Gerhart, Register
Rutherford County Tennessee

Rec #: 613172
Rec'd: 15.00 Instrument #: 1658548
State: 0.00
Clerk: 0.00 Recorded
DP: 2.00 1/12/2010 at 9:00 AM
I: 17.00 in
Record Book 969 Pgs 3324-3326

1. **Supplies.** Agent shall be reimbursed at the following rates for materials and supplies:

a. Postage	Current United States Postal Service rates and costs plus \$.03
b. Office Supplies	Actual Cost
c. Envelopes	Standard \$0.25 / Booklet, Open End, Catalog \$0.50 each
d. Mailing Labels, if requested	\$0.20 each, \$10.00 minimum
e. Certified Letters	\$10 handling charge per letter
f. Mailings	\$0.92 for first page and \$0.27 for each additional page which includes printing, labeling, inserting & postage.
g. Statement Mailings	\$2.25 per statement per month, which includes printing, mailing, envelopes, and postage
h. Electronic Statements	\$1.15 per statement per month
i. Coupons	\$8.99 per book plus postage
j. Statement Inserts	\$0.27 per page, includes paper, printing, folding, inserting
k. Handling	\$0.17 per unit to prepare mailings mailed separately
l. Incidental Copying	\$0.25 per copy / \$1.00 for color copies
m. Incidental Copying – Third Party	Actual cost for incidental copying of operational items such as Board Packets, RFP Responses, etc.
n. Scanning	\$0.25 per copy

2. **Labor.** Agent shall be reimbursed at the following labor rates for services performed on behalf of Association that are not specifically described in the Management Agreement. Such items would include, but not be limited to, special projects, meeting attendance in excess of one (1) two (2) hour meeting per month, court appearances, depositions, record research, clerical support, midyear budget and assessment revisions. Charges are billed at thirty (30) minute minimums after first hour billed. Weekends & Holidays are billed at two times the rate.

a. Administrative/Management/Financial	\$115.00 per hour
b. Construction Repair/ Contract Administration	As negotiated
c. Trip Charge	IRS mileage reimbursement rate plus hourly rate. One-hour minimum charge for visits to the property in excess of those outlined in the contract.
d. Project management and oversight	5% of total contract for maintenance/capital improvement projects over \$25,000 unless otherwise agreed upon

3. **Payroll Costs.** (if applicable) 5% of gross payroll and costs

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this Exhibit A are subject to reasonable change, from time to time, with a 30-Day written notice to the Board of Directors and shall be automatically increased after the 30-Day notice is received.

t. Secretary of State filing	\$100.00
u. Transfer, Resale and Disclosure Certificates - Exterior Inspection - Transfer Fee – All sales both new and resales will be required to go thru Community Archives. Community Archives is a 3 rd party verification company and charges a fee for completing questionnaires, providing documentation and verification. Typically the buyer pays these fees but can be negotiated at closing with the responsible parties. - Completion of FHLMC *Addendum B (Form 465) or Other Federal Mortgage Agency Forms or Letters	Statue or Market Rate + postage, mileage, delivery Market rate * Based on requested documentation and expedite time frames Market Rate
Education & Training Programs -Board Member Orientation -Strategic Planning -Town Hall Training for Membership -Onsite Employee Training -New Homeowner Orientation -Board Member Advanced Training -Board Member Financial / Strongroom Training -Board Member Boot Camps -New HOA/Developer Transitions -TownSq Board Training -TownSq Membership Training Custom Training available upon request/topic	Inquire – Fee will be quoted depending on situation
Loan Placement Fee (negotiation/securing loan for client)	.25% of loan value or \$3,500, whichever is greater
Reserve Studies	Fee will be quoted based on community
Project Mgmt	Fee will be quoted based on project

Prepared By:
Murfree, Cope and Scarlett
16 Public Square N.
Murfreesboro, TN 37130

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR STRATFORD HALL

This Declaration of Covenants, Conditions, and Restrictions is made effective the 23rd day of April, 1999, by SCOTTLAND CHASE VENTURE (hereinafter referred to as "Declarant");

019067

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Properties") which Declarant desires to develop as a residential community with various open spaces and common facilities for the benefit of said community;

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties and to establish a method for the administration, maintenance, preservation, use and enjoyment of such portions of the Properties as are now or may hereafter be submitted to this Declaration;

WHEREAS, Declarant intends by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvements for the benefit of all owners and/or occupants of residential property within the Properties and all persons or entities having any interest in the Properties, by the recording of this Declaration;

WHEREAS, as part of the general plan of improvement of the Properties, Declarant desires to create an Association (as defined herein) to manage this Properties;

WHEREAS, Declarant desires that the Properties be held, sold and conveyed subject to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as may by Subsequent Amendment be added to the Properties and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Properties, and shall run with the real property submitted to this Declaration. They shall be binding on all parties having any right, title, or interest in the described Properties, or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Assessments" shall mean Assessments for Common Expenses provided for herein or by any subsequent Amendment, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units and of maintaining the Properties, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below.

Section 2. "Association" shall mean and refer to Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall be the elected body responsible for managing the affairs of the Association. Actions required of or permitted by the Board herein may be taken or fulfilled by

For Amendment and Supplementary Declaration of Covenants, Conditions, and Restrictions, see Record Book 351, page 698.

For Amendment and Supplementary Declaration etc. (Re: Stratford Hall, Section I, Lot 57), see Record Book 23, page 1926.

For Amendment and Supplementary Declaration etc, see Deed Book 658, page 453.

For Amendment and Supplementary Dec see Record Book 23, page 1914.

Supplemental Declaration of Covenants,
Conditions and Restrictions, see Record Book 797,
2009 (Re: Sections II, III, and IV).

For Amendment, see Record Book 879, page 3582.
(Re: Sections I, II, III, and IV).

a committee or other designee as may be established or appointed by the Board in accordance with the Charter or Bylaws of the Association.

Section 4. "Bylaws" shall mean the Bylaws of Stratford Hall Homeowners' Association, Inc. attached hereto as Exhibit "B" and made a part hereof, and as may be amended from time to time.

Section 5. "Common Area" shall mean the Properties and any improvements thereto, but excluding Residential Units and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, any and all streets, roads, alleyways, bridges, parking areas, lakes, waterways, fences, structures, sidewalks, curbs, signs, lights, common utilities, and other improvements, which Common Area shall be conveyed to the Association.

Section 6. "Alleyways" shall mean a twenty (20') foot wide, more or less vehicular and utility access easement within the Common Area to the unit. Said Alleyways to be within the Common Area to be maintained by the Association and shall be platted on the plat of the development.

Section 7. "Cottage Home" shall mean independently owned structure on a separate lot.

Section 8. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Area, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

Section 9. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the subdivision developed on the Properties.

Section 10. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 11. "Mortgage" shall include a deed of trust, as well as a mortgage.

Section 12. "Mortgages" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 13. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor.

Section 14. "Owner" shall mean and refer to one or more Persons or entities, including Declarant, who hold the record title to any Residential Unit whether it be a Cottage owner or a Townhome owner which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The only difference between a Cottage owner or a Townhome owner is the additional assessment for Townhome owners. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner. For the purpose of this declaration, the Owner of a Residential Unit which is under lease shall be as follows: for the purpose of votes and assessments, the record owner of the Residential Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the tenant residing in the Residential Unit. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association.

Section 15. "Person" shall mean a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 16. "Properties" shall mean and refer to the real property described in Exhibit "A"

-2-

r Amendment to Declaration of Covenants,
Conditions and Restrictions, See Record
Book 969, page 3324.

For Amendment to Declaration of Covenants
Conditions and Restrictions, See Record
Book 1069 page 2982.

See Computer for further links.

attached hereto.

Section 17. "Residential Unit" or "Unit" shall mean a portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single family, which shall mean units for both Townhomes and Cottage Homes, whether a residence is constructed thereon or not. All Residential Units shall be shown and identified as numbered lots or units upon the Plat.

Section 18. "Townhomes" shall mean single family housing structures which are attached to other single family townhome structures.

Section 19. "Subsequent Amendment" shall mean an amendment to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations to the provisions of this Declaration.

ARTICLE II
Property Rights

Every owner shall have a right and easement of enjoyment in and to the Common Area, subject to any restrictions or limitations contained in this Declaration or in any Deed or amendment thereto conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his other right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

ARTICLE III
Membership and Voting Rights

Section 1. Membership in the Association. Every Person who is the record owner of a fee or undivided fee interest in any Residential Unit that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership, and any transfer of a Residential Unit shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Residential Unit owned. In the event the Owner of a Residential Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or a Member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular Residential Unit be cast for each Residential Unit, except for Class "B" Members as set forth below.

Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership and/or Declarant's rights as Declarant herein, but any transfer by Declarant of title to a Residential Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from any such assignment, pledge, hypothecation or alienation.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

- (a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any. Class "A" Members shall include Owners of such Residential Units as may be annexed by Subsequent Amendment.

Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership by Section hereof; there shall be only one (1) vote per Unit. When more than one Person holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those Persons themselves determine and advise the Secretary of the Association prior to any meeting according to the procedures and other requirements set forth in the Bylaws. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one Person seeks to exercise it.

(b) Class "B". Class "B" members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. The Class "B" Members shall originally be entitled to four (4) votes for each Residential Unit owned. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following: (i) the 1st day of January, 2010; or (ii) when, in its discretion, the Declarant so determines. From and after the happening of these events, whichever occurs earliest, the Class "B" Member shall be deemed to be a Class "A" member entitled to one (1) vote for each Residential Unit in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the membership of the termination of Class "B" status. Declarant shall also be a Class "B" Member with respect to Residential Units it owns which are annexed by Subsequent Amendment until such time as such membership is converted to Class "A" membership as set forth above.

ARTICLE IV Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area shown on the plat of the development including, but not limited to, parks, alleyways, streets, street lights, sidewalks, and the main entrance gate.

The Association shall be responsible for additional maintenance which shall include cutting grass and edging to the garage of each unit though same are not part of the Common Area. The Association shall, as well, be responsible for the maintenance of front yards of each unit even though same are not part of the Common Area. This maintenance shall include cutting of grass, edging, weeding, fertilizing, and pest control for both Townhomes and Cottage Home lots; such maintenance to be funded as hereinafter provided. Additionally, the Association shall be responsible to maintain, repair, and replace, subject to any insurance then in effect, all trees, landscaping and other flora, structures, storm water control, as well as any improvements situated upon the Common Area.

Each unit owner, as to their individual unit, shall be responsible for plant replacement and maintenance of the irrigation system including payment of the water bill related to said irrigation system located on the individual unit lot for both Townhomes and Cottage Homes.

As to Lots 6 through 17 ("Townhouse Lots") and any lots annexed thereto, maintenance shall in addition include maintenance, repair and replacement of roofs; maintenance and painting of exterior walls and trim; and fire and hazard insurance.

Section 2. Owner's Responsibility. In accordance with this Declaration and Subsequent Amendments to this Declaration, and except as provided in Article VIII, and except as provided in Article IV, Section 1 above, all maintenance of the exterior and interior portions of the Residential Unit; land, flora and landscaping within the boundaries of a Unit; those areas within enclosed patios, or courtyards; all inside and

outside walls, roofs and structural components of the Residential Unit; all patios, decks, balconies, and driveways serving only one Residential Unit; and other improvements not maintained by the Association shall be the sole responsibility of the Owner thereof, who shall maintain said portions of the Residential Unit in a manner consistent with the Community-Wide Standard, the applicable covenants set forth herein, and such rules and regulations as may be established by the Board of Directors from time to time.

ARTICLE V
Insurance and Casualty Losses

Section 1. **Insurance.** The Board of Directors for the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief.

This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall also obtain a public liability policy covering the Common Area, Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

The Board shall also maintain fire and casualty, insurance on the improvements on the townhome lots and any townhome lots annexed thereto by amendment to this declaration. Each unit owner of a townhome lot shall maintain their own liability insurance on their units with the Association named as additional insured.

Premiums for all insurance as required by this Article V shall be Common Expenses of the Association. The policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. Cost of insurance coverage shall be included in the Annual Assessment, as defined in Article IX, Section 1.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the more nearly equivalent rating.

(b) All insurance policies shall be for the benefit of the Residential Unit Owners and their Mortgagees as their interests may appear.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(d) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Murfreesboro, Rutherford County, Tennessee area.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, each Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or construction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagees) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Residential Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a) hereof.

(c) If the damage or destruction for which the proceeds are paid is to be repaired or

reconstructed, the proceeds or such portion thereof as may be required for such purpose shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs or repairs or reconstruction to a townhomes or homes or in the event no repair construction is made after making such settlements as is necessary and appropriate with affected owner or owners and their mortgagees as their interest may appear shall be retained by the benefit of the Association and placed in the capital improvement account. This is a covenant for the benefit of any mortgagee of a townhome unit and may be enforced by such mortgagee.

Section 3. Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total eligible vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged portions of the Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. As to the townhomes' fire and casualty insurance, but not as to the common areas, the insurance proceeds shall be used to repair and restore the damaged townhome unit or units. The Association shall notify the townhome unit owner of the amount of insurance. The townhome unit owner may object to the Association if it feels the insurance carrier on a townhome unit is inadequate. However, in the event of fire or casualty, if insurance is insufficient to build the townhome unit or units, the owners of said units shall be responsible for paying any shortage to repair the construction.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a special Assessment against all Owners in proportion to the number of Residential Units owned by such Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

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ARTICLE VI
No Partition

There shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the total eligible vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII
Rights and Obligations of the Association

In addition to the powers delegated to the Association by its Charter, the Association shall have the obligation to perform each of the following duties related to the Properties and Common Area:

Section 1. Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area shown on the plat of the development, 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; to keep all improvements, if any, of whatever purpose from time to time located thereon in good order, condition, and repair. Any other provision of this Declaration, the Articles, or the Bylaws notwithstanding, the Association always shall maintain lien-free title to the Common Area, excepting only the lien of current taxes not yet due and payable. Said maintenance shall include, but not be limited to, parks, alleyways, streets, street lights, sidewalks, and the main entrance gate.

The Association shall be responsible for additional maintenance which includes cutting grass and edging to the garage of each unit though same are not part of the Common Area. The Association shall, as well be responsible for the maintenance of front yards of each unit even though same not part of the Common Area. This maintenance shall include cutting of grass, edging, weeding, fertilizing, and pest control for both Townhomes and Cottage Home lots; such maintenance to be funded as hereinafter provided. Additionally, the Association shall be responsible to maintain, repair, and replace, subject to any insurance then in effect, all trees, landscaping and other flora, structures, storm water control, as well as any improvements situated upon the Common Area.

Each unit owner, as to their individual unit, shall be responsible for plant replacement and maintenance of the irrigation system including payment of the water bill related to said irrigation system located on the individual unit lot for both Townhomes and Cottage Homes.

As to Lots 6 through 17 ("Townhouse Lots"), maintenance shall also include maintenance, repair and replacement of roofs; maintenance and painting of exterior walls and trim; and fire and hazard insurance.

Section 2. Water and Other Utilities. To acquire, provide, and/or pay for, water, sewerage, garbage disposal, electrical, telephone, gas, and other necessary utility services for the Common Area.

Section 3. Taxes and Assessments. To pay all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the 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 in an amount at least equal to such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

Section 4. Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee, with a financial rating by Best's Insurance Reports of BBB+ or better, and maintain in force at all times such insurance as is required by this Declarant.

Section 5. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Rutherford County conveyed to it by the Declarant as permitted herein.

Section 6. Rules and Regulations. The Association, through its Board of Directors or otherwise, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declarant. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board or otherwise, may, by contract or other agreement, enforce county ordinances or permit Rutherford County to enforce ordinances on the Properties for the benefit of the Association and its members.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX Assessments

Section 1. Creation of Assessments. There are hereby created Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors for the Association. The Annual Assessments for the Association shall be allocated equally among all Residential Units owned by Persons other than declarant in the Association and shall be for expenses determined by the Board to be for the

benefit of the Association as a whole. Assessments with respect to Units owned by Declarant shall be based solely on expenses such as taxes and insurance which are attributable to such units and shall exclude other expenses which do not benefit such Units. Special Assessments may be levied against all Residential Units or Residential Units in particular portions of the Properties when the Special Assessments benefit less than the Association as a whole. Each owner of a townhome unit acknowledges that their unit will be subject to a special assessment in addition to the assessment for common expenses to cover the maintenance, repair and replacement of roofs, maintenance and painting the exterior walls and trim, and to provide for the cost of fire, hazard and casualty insurance on the townhome unit. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the highest rate allowable under the laws of Tennessee from time to time relating to usury for residential real estate loans (or if no such rate is established, sixteen percent (16%) per annum), costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each assessment is made. General Assessment for the first year and a breakdown thereof for townhome and cottage units is attached hereto. Each townhome and cottage unit owned lot shall be subject to said assessment when a certificate of occupancy is obtained on the first unit lot. The first budget year for the homeowners' association shall commence January 1, 1999 with annual assessments being prorated as of the date of closing of a unit.

The developer will guarantee any shortages in the budget as long as it controls the property.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Residential Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Assessment shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Annual Assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments.

Annual assessments cannot be increased more than 10% per annum without the vote of two-thirds majority of the members of the Association.

Section 2. Computation of Annual Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Board shall cause a copy of the budget, and the amount of the Assessments to be levied against each Residential Unit as well as the additional assessment to be levied on the Townhouse Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the Assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of both classes of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy, during any calendar year, but in no event prior to the first annual meeting of the Members, Special Assessment, applicable only to that year, to be used solely to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, said assessments may be levied on all lots owners or Townhouse Lot owners or both; provided, however that any Special Assessment shall be approved by vote or

written consent of (a) sixty-seven percent (67%) of each class of members in the Association present and voting, either in person or by proxy, and entitled to vote at a meeting of the members of the Association called for such purpose at which a quorum is present; and (b) sixty-seven percent (67%) of the Unit Owners directly affected or benefited by the Special Assessment, in the opinion of the Board, if less than all of the Owners are benefited.

Section 4. Lien for Assessments. To secure the payment of any Assessment, a lien is expressly retained in favor of the Association on each and every Residential unit in the Association. Such lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, first mortgage liens, and other levies which by law would be superior thereto.

For the purposes of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of Assessments, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto Charles R. Chastain, Trustee, his successors and assigns, their respective Residential Units with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If each Trustor shall pay his Assessments when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Residential Unit. If the Assessments with respect to any Residential Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three publications in any newspaper, daily or weekly, published in Rutherford County, Tennessee to sell said Residential Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from all statutory, equitable and other rights of redemption, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor 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 Association may, at any time after default in the payment of any assessment, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Residential Unit, 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 the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

- (1) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;
- (2) Second, to the payment of all taxes which may be unpaid with respect to such Residential Unit;
- (3) Third, to the payment of all unpaid Assessments with respect to such Residential Unit;
- (4) Fourth, the residue, if any, will be paid to the Owner of such Residential Unit, his order, representatives or assigns or to any other person legally entitled thereto;

In the 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 Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's office for Rutherford County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Where the purchase of a foreclosed Residential Unit will result in a ten percent (10%) or greater increase in Assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Association, including a majority of members of each Class of Membership. During the prior owned by an Association following foreclosure: (1) no right to vote shall be exercised on behalf of the foreclosed Residential Unit; (2) no Assessment shall be assessed or levied on it; and (3) each other Residential Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a Member who is in default of payment of any Assessment after notice and hearing.

Section 5. Capital Budget and Contribution. As noted in Article IX, Section 2, above, the Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by Annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 6. Certificate of Payment. The Board shall, upon request and for a reasonable charge not to exceed \$25.00, furnish to any Person a certificate, signed by an officer of the Association, setting forth whether or not all Assessments, whether Annual or Special, on a specified Residential Unit have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7. Start-up Assessment. Each unit owner shall pay to the Association a start-up assessment fee of one month's assessment for initial working capital. The additional assessment to be paid to the Association at closing. This one time assessment shall be in addition to the regular monthly assessments.

ARTICLE X Architectural Standards

Without the prior written approval of the Board or the SARB (as defined below), no Person shall construct any Residential Unit or other improvements upon a Unit, or after completion of such Residential Unit or other improvements, make any modifications, additions or alterations to such Residential Unit or any structure thereon or improvement thereto. In the event the Board or the SARB (if applicable) fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

The Board may designate a site and architectural review board (the "SARB") to exercise its authority under this Article and shall promulgate detailed standards and procedures in implementing the requirements of this Article. The Board and any committee it may designate may not discriminate between Owners, and upon a written request for a hearing submitted to the Board, an aggrieved Owner shall have the right to a hearing before the Board in accordance with the applicable procedures set forth in Article XI, Section 3. The Board shall have the standing and authority to enforce in courts of competent jurisdiction its decisions in connection with this Article. This Article shall be effective, and may not be amended without the prior written consent of Declarant, so long as Declarant owns any land subject to this Declaration or subject to annexation by this Declaration.

ARTICLE XI
Use Restrictions

Section 1. Use Restrictions. In addition to all other covenants contained herein, the use of the Properties is subject to the following:

(a) Residential Use. Except as otherwise provided in this Declaration, each Residential Unit shall be used as a residence and for no other purposes, and there shall not be constructed or maintained upon any Residential Unit more than one single-family residence. Except as otherwise provided in this Declaration, the Common Area shall be used for recreational, social, and other purposes directly related to the single-family use of the Residential Units authorized hereunder.

(b) Maintenance of Exterior and Interior. Except as provided in Article IV, Section 1, each Owner shall be responsible for the maintenance of, and shall maintain, the exterior and interior of his Residential Unit, including interior walls, exterior and windows, glass, ceilings, floors, doors, windows, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition.

(c) Easement to Make Repairs. Except as provided in Article IV, Section 1, each Owner shall (1) keep his Residential Unit free from rubbish, litter, and noxious weeds; (2) maintain, cultivate, and keep in good condition and repair shrubs, trees, grass, lawns, plantings, and other landscaping located, or from time to time placed, within the bounds of his Residential Unit; and (3) replace dead plants, shrubs, trees, grass, or landscaping of the same or similar type. Each Residential Unit shall be subject to an easement for access to make necessary repairs upon any adjoining Residential Unit and structure therein; provided, however, that:

(1) Any damage caused by such entry shall be repaired at the expense of the Owner whose Residential Unit was the cause of the repair work that lead to such entry;

(2) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the entered Residential Unit;

(3) In no event shall said easement be deemed to permit unauthorized entry into the interior portion of any residence.

(d) Association to Landscape Common Area. Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass, plantings, and other landscaping upon the Common Area located on the Properties, and, subject to the conditions stated below, on all or any portion of a Residential Unit. No Owner shall remove, alter, or injure in any way any shrubs, trees, grass, plants, or other landscaping placed upon or about his Residential Unit by Declarant or the Association, without first obtaining the written consent of the Board of the Association.

(e) Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view on any Residential Unit or portion of the Common Area, except for (1) directional or informational signs, established by Declarant or the Association, (2) signs used by Declarant, or by its successors or assigns, to advertise the Properties, provided such signs are located on the Common Area or on Residential Units owned by Declarant, and (3) signs not in excess of six (6) square feet per side erected by an Owner upon that Owner's Residential Unit to advertise the sale of that Unit.

(f) Quiet Enjoyment. No noxious, offensive, or illegal activity shall be carried on, in or upon any Residential unit or any part of the Properties, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with each Owner's quiet enjoyment of his respective Residential Unit, or that shall increase the rate of insurance in any way.

(g) Temporary Structures. No structure of a temporary character, or other out-building shall be used on any Residential Unit or the Common Area at any time as a resident or otherwise, either temporarily or permanently. Declarant or its agents shall have the right to conduct any business necessary for the sale of Residential Units, including showing model units and maintaining a sales and/or construction office on the Common Area or in any Residential Unit owned by Declarant. In furtherance thereof Declarant shall have an easement over all of the Common Area for ingress, egress, and parking for itself, its agents, employees, and prospective buyers of Residential Units for so long as Declarant or any subsidiary or affiliated company owns any interest in the properties, and Declarant may block or restrict access over and across roadways so long as access to a particular Unit owned by a Person other than Declarant is not prohibited.

(h) Animals. No animals, reptiles, rodents, livestock, birds, fish, or poultry of any kind shall be raised, bred, or kept in or on any Residential Units, except that a maximum of two (2) dogs, cats or such other household pets approved by the Association (or a combination thereof not to exceed a total of two pets) may be kept in a Residential Unit, provided such pets are not kept, bred, or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept in or about any Residential Unit if such keeping results in an annoyance or is obnoxious to residents in the vicinity. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or property caused by any pets brought or kept in or upon any Residential Unit or on the Common Area by any Owner or by members of his family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph (h), a particular animal, bird, fowl, poultry, or livestock is a nuisance and therefore to be removed from the Properties.

(i) Garage and Driveways. Every detached house constructed on a Residential Unit shall contain a garage of sufficient size to hold at least two standard size automobiles. Every garage door shall be equipped with a remote-controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited. All driveways shall be paved with a hard-surfaced material.

(j) Vehicles. No truck, trailer, camper, boat, van or similar equipment shall be permitted to remain upon or within the Common Area unless on a space designated for such use by the Association. No such equipment may be stored or permitted to remain upon or within a Residential Unit for more than 48 hours unless stored in an enclosed garage.

(k) Exterior Structures. No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the Properties, except such as are installed in accordance with the initial construction of the improvements or approved by the Association as provided in Article XI. No building, including out-buildings, patios, fences, and porches, shall be removed from, erected on, placed or altered on any residential Unit, or any portion of the Common Area, until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Association with respect to quality of workmanship and materials, harmony of external design with existing

structure or structures, and location as provided in Article XI. Any alteration in the exterior color of any structural improvement shall likewise be subject to the prior approval of the Association. The prohibitions set forth herein shall not apply to Declarant.

(l) Exterior Radio and Television Equipment. No towers, antennae, aerials, dishes, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on any portion of the Properties without the prior written consent of the Association. Notwithstanding the approval of same by the Association, none of same may be visible from the street.

(m) Garbage Collection. All rubbish, trash, and garbage shall be removed from the Properties regularly and shall not be allowed to accumulate thereon. All refuse containers, clothes lines, woodpiles, storage areas, machinery, or equipment shall be kept in such a manner as not to be visible from neighboring property or contiguous streets. No incinerators shall be kept or maintained on any Residential Unit.

(n) Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against his respective Residential Unit and the utility charges for said Residential Unit.

(o) Infections, Plant Diseases or Insects. No Owner shall permit any thing or condition to exist upon any portion of such Owner's Residential Unit that shall induce, breed, or harbor infections, plant diseases, vermin or noxious insects.

(p) Reasonable Inspection and Entry. The Board shall have the right of inspection and entry in order to perform the duties and obligations of the Board under this Declaration and under the Bylaws. In addition, the Declarant, the Association, and their designees, shall have the right to enter upon a Unit for the purpose of cutting grass, hedges, shrubbery and providing maintenance agreed upon with the Owner thereof.

(q) Trade or Business. No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Residential Unit or upon the Common Area or any portion thereof without the prior approval of the Board. The Board may disapprove such a trade or business in the event that it determines that the trade or business would have a negative impact on the Properties, including, without limitation, creating problems related to traffic, parking or security. In determining whether to approve a trade or business conducted in a Residential Unit, the Board shall be provided with detailed information on (i) the type of trade or business and (ii) the activities related thereto that could potentially affect the properties. In the event that the Board approves a certain trade or business (the "Approved Use"), then so long as the activities related to that Approved Use do not materially change from the activities described to and approved by the Board, then the Board (whether or not the composition of the Board changes) shall not have the right to disapprove the Approved Use after the date of the original approval.

(r) Declarant's Access to Properties. So long as Declarant owns any of the Properties, Declarant shall have the right to keep open the security gate(s) to the Properties for purposes of sales, marketing, construction or other related purposes and the Association shall not have the right to prevent such action by Declarant.

(s) Compliance with Law. The Association and each Owner shall comply promptly with all laws, statutes, ordinances, rules, and regulations of federal, state, or municipal governments

or authorities applicable to use, occupancy, construction, and maintenance of any improvements upon the Residential Units.

(t) Damage from Plants. No Owner shall permit any plant, tree, shrubbery or other similar item to exist upon any portion of such Owner's Residential Unit that shall damage or create a nuisance on another Residential Unit. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph (t), a particular plant, tree, shrubbery, or other similar item is a nuisance and therefore to be removed from the Properties.

(u) Drapes. Any drapes or window treatments in any residential unit which can be seen from the exterior of a residential unit shall be lined or backed with material which is white, off-white or neutral so that no other color other than these hereinabove set out can be seen on the window treatment from the exterior.

Section 2. Additional Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the Properties located within its jurisdiction, including the Units and the Common Area, provided such rules and regulations are not inconsistent with this Declaration.

Section 3. Inspection and Enforcement. The Board of each Association may establish procedures and policies for inspection of Units and enforcement of existing requirements.

ARTICLE XII General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any of the Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, 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 ten (10) years, unless an instrument in writing, signed by 67% of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. For a period of ten (10) years from the date hereof, Declarant may amend this Declaration, without joinder or any Owner; thereafter or in the event Declarant does not own any of the Properties, by the affirmative vote (in person or by proxy) or written consent of fifty percent (50%) or more of eligible Members. Any amendment shall not become effective until recorded in the Register's Office of Rutherford County, Tennessee. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify its officers and directors against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to

which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees, subject to such rules and regulations as the Board of Directors may adopt.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenance easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Area or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant, or any of the Associations. There also shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units, due to the placement or settling or shifting of roof overhangs, downspouts, gutters, eaves, foundations or fireplaces/chimneys constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Area or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point.

Each cottage unit owner grants a recreational and use easement three (3) feet in width to the area located next to its zero wall from the front grade to the base of the garage to the unit owner adjacent thereto. The zero wall is the exterior side of each unit without windows. The unit owner receiving the recreational and use easement may landscape said area, install in it a deck and add other ornamental or landscaping features. However, the beneficiary of said easement shall have no right to affix anything to the zero wall. The owner of the property on which the three (3') foot recreational and use easement is located shall have full access to said easement for the purpose of maintaining its unit.

Section 6. Easements for Utilities, Etc.

(a) There is hereby reserved to the Declarant and granted to the Association blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining security and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, and electricity. The Board shall, upon written request, grant such easements as may be reasonably necessary for the development, maintenance or alteration of any portion of the Properties.

(b) Declarant hereby reserves unto itself and the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, and the Charter, Bylaws, and Association Rules.

(c) Notwithstanding anything herein to the contrary, this Declaration and the conveyance of each Residential Unit shall be subject to all easements heretofore or hereafter granted by Declarant or by the Board for the installation and maintenance of utilities and drainage facilities necessary for the development of the Properties.

(d) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Properties, which connections or any portion thereof lie in or upon the Common Area or Residential Units owned by Owners other than the Owners of the Residential Units served by said connections, the Owner of each Residential Unit served by said connections shall have the right, and hereby is granted an easement to the full extent necessary therefor, to enter upon or have the utility companies enter upon the Residential Unit or Common Area upon which said connections, or any portion thereof, lie for the purpose of repairing, replacing, and generally maintaining said connections as and when the same may be necessary.

(e) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Properties, which connections serve more than one Residential Unit, the owner of each Residential Unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as serve his Residential Unit.

(f) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon the written request to the Association of any one of such Owners, the matter shall be submitted to the Board, which shall decide the dispute and make an assessment against any or all of the Owners involved, which assessment shall be collected and enforced in the manner provided by Article IX of this Declaration.

(g) Each of the easements provided for in this Declaration shall be deemed established upon the recordation of this Declaration and thenceforth shall be deemed covenants running with the land for the use and benefit of the Residential Units and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Properties. In furtherance of the easements provided for in this Declaration, the individual deeds to Residential Units may, but shall not be required to, set forth said easements.

Section 7. Construction and Sale by Declarant. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Residential Units shall continue, it shall be expressly permissible for Declarant to construct, maintain and carry on upon portions of the Properties, other than Residential Units owned by persons other than Declarant, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, Residential Units, utilities, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the declarant as models and sales offices. Declarant shall also have the right to enter Residential Units to install roads, utilities, and other Common Area improvements. This Section may not be amended without the express written consent of the Declarant.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9. Right of Entry. The Association shall have the right to enter into any Residential Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance, personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right of the Association to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

ARTICLE XIII
Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's office of Rutherford County, Tennessee.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration effective the 23rd day of April, 1999.

SCOTTLAND CHASE VENTURE

By: [Signature]

Title: General Partner

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, John Harney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the general partner of SCOTTLAND CHASE VENTURE, the within named bargainer, a General Partnership, and he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such partner.

WITNESS MY HAND and official seal at my office on this the 23rd day of April, 1999.

May J. Duggan - Vance
Notary Public

My commission expires: 3/17/2001



PREPARED BY:
Murfree, Cope, Hudson & Scarlett, Attorneys
16 Public Square North
Murfreesboro, Tennessee 37130
(615) 893-5522

AMENDMENT AND SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
APPLYING TO STRATFORD HALL

According to Section 2 of Article XII of the Declaration of Covenants, Conditions and Restrictions for Stratford Hall, dated April 23, 1999, and of record in Deed Book 649, page 175, in the Register's Office of Rutherford County, Tennessee, as amended in Deed Book 658, page 453, as further amended in Book 23, page 1914, in said Register's Office, the restrictive covenants may be amended at any time for a period of ten (10) years from the date of the execution of said Declaration of Covenants, Conditions and Restrictions for Stratford Hall by the Declarant.

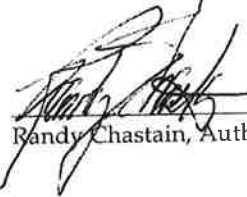
The undersigned Declarant, Scotland Chase Venture, does hereby amend said restrictive covenants applying to Stratford Hal as recorded in Deed Book 649, page 175 of said Register's Office, as amended, as follows:

1. Article X is hereby amended to add the following language:

"The minimum square footage of conventional homes shall be 1900 square feet."

IN WITNESS WHEREOF, the undersigned, has hereunto set his hand this 15th
day of January, 2004.

Scotland Chase Venture



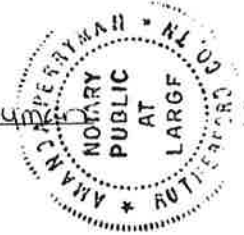
Randy Chastain, Authorized Agent

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Randy Chastain, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Authorized Agent of Scotland Chase Venture, and he as such Authorized Agent, being authorized so to do, executed the foregoing instrument (Amendment to Declaration of Covenants, Conditions, and Restrictions for Stratford Place) for the purposes therein contained by signing the name of Scotland Chase Venture by himself as such Authorized Agent.

WITNESS MY HAND and official seal at my office on this the 15th day of January, 2004.

Amanda Perryman
NOTARY PUBLIC



My commission expires: 4-19-04

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 374689 Instrument 1249326
Rec'd: 10.00 NBK: 73 Ps 326
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 1/16/2004 at 3:03 PM
Total: 12.00 in Record Book
351 Pages 698-699

Jennifer M Garhart, Register
Rutherford County Tennessee
Rec #: 573809
Rec'd: 25.00 Instrument #: 1592649
State: 0.00
Clerk: 0.00 Recorded
EP: 2.00 11/7/2008 at 1:30 PM
Total: 27.00 in
Record Book 879 Pgs 3582-3586

This instrument was prepared by:

COPE, HUDSON, SCARLETT, REED & MCCREARY, PLLC, Attorneys
16 Public Square North
Murfreesboro, Tennessee 37130
from information provided by party

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
STRATFORD HALL, SECTIONS I, II, III, and IV**

The undersigned, Mainstreet Homes, LLC, successor in interest by merger to Scotland Chase Venture, LLC, which in turn is successor in interest to Scotland Chase Venture, a Tennessee general partnership by Articles of Conversion, said MainStreet Homes, LLC being hereinafter referred to as "Declarant", being the developer of the property described herein known as Stratford Hall, Sections I, II, III and IV as shown on plats of record in Plat Book 24, page 26, Plat Book 25, page 271, and Plat Book 30, page 71 in the Register's Office of Rutherford County, Tennessee, desiring to amend the Declaration of Covenants, Conditions and Restrictions previously of record for Stratford Hall in Deed Book 649, page 175 of the Registers Office of Rutherford County, and all Supplemental Declarations thereto, including the Supplemental Declaration in Record Book 797, page 2009 (collectively hereinafter "Declaration");

NOW, THEREFORE, the undersigned amends the Declaration for Stratford Hall, Sections I, II, III and IV as follows:

1. Commencing with the date of the recording of this Amendment, the Declarant is required to provide the Notice attached hereto as Exhibit "A" to any person(s) or entity to whom the Declarant sells a home or lot in Stratford Hall.
2. Commencing with the date of the recording of this Amendment, each Owner is required to provide the Notice attached hereto as Exhibit "A" to any person(s) or entity to whom the Owner sells a home or lot in Stratford Hall.
3. Except as amended hereinabove, all other provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, said MainStreet Homes, LLC has caused this instrument to be executed this the 6th day of October, 2008.
November

(EXECUTION ON FOLLOWING PAGE)

Record Book
879 Pgs 3582

This instrument was prepared by:

COPE, HUDSON, SCARLETT, REED & MCCREARY, PLLC, Attorneys
16 Public Square North
Murfreesboro, Tennessee 37130
from information provided by party

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS CONFIRMING APPLICATION TO
STRATFORD HALL, SECTIONS II, III, and IV**

This Supplemental Declaration of Covenants, Conditions and Restrictions
Confirming Application to Stratford Hall, Sections II, III, and IV is executed on the date
written hereinbelow by MainStreet Homes, LLC, Joseph C. Mayes, Ruth V. Mayes,
Jacqueline A. Gilbert, and Johanna Gilbert.

WITNESSETH

WHEREAS, the undersigned, MainStreet Homes, LLC, successor in interest by
merger to Scotland Chase Venture, LLC, which in turn is successor in interest to
Scotland Chase Venture, a Tennessee general partnership by Articles of Conversion, said
MainStreet Homes, LLC being hereinafter referred to as "Declarant", being the developer
of the property described herein known as Stratford Hall, Sections II, III and IV as shown
on plats of record in Plat Book 24, page 26, Plat Book 25, page 271, and Plat Book 30,
page 71 in the Register's Office of Rutherford County, Tennessee, desires to confirm that
the Declaration of Covenants, Conditions and Restrictions ("Declaration") previously of
record for Stratford Hall in Deed Book 649, page 175 of the Registers Office of
Rutherford County, and all amendments thereto, are applicable to Stratford Hall, Sections
II, III, and IV; and

WHEREAS, Joseph C. Mayes and Ruth V. Mayes, owners of lot 71, Stratford
Hall, Section II, and Jacqueline A. Gilbert and Johanna Gilbert, owners of lot 75,
Stratford Hall, Section II, desire to confirm the applicability of the above-referenced
Declaration, and all amendments thereto, are applicable to their respective lots.

NOW, THEREFORE, the undersigned MainStreet Homes, LLC amends
the Declaration of record for Stratford Hall in Deed Book 649, page 175 to add and
confirm the following:

1. In addition to all lot owners in Stratford Hall, Section I, any and all lot owners
of Stratford Hall, Sections II, III and IV of record in plats recorded in Plat Book 24, page

The instrument prepared by:
Alvin L. Harris
Hubbard, Berry & Harris, PLLC
201 Fourth Avenue, North, Suite 1420
Nashville, Tennessee 37219

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STRATFORD HALL**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Stratford Hall (the "Amendment") is made this 2nd of OCTOBER, 2012 by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions and Restrictions for Stratford Hall of record in Book 649, page 175, Register's Office for Rutherford County, Tennessee (the "Declaration");

WHEREAS, the Association desires to charge a transfer fee upon all transfers of Unit ownership;

WHEREAS, pursuant to Article XII, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote (in person or by proxy) or written consent of fifty percent (50%) or more of the eligible members of the Association; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, members representing at least fifty percent (50%) of the total votes of the Association approved this Amendment by their affirmative vote or written consent.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the Declaration as follows:

1. Amendment.

Article IX of the Declaration is hereby amended by adding a new Section 8 as follows:

Section 8. Transfer Fees. Upon the initial transfer of title of any Unit to the first Owner who is not a builder or the developer, the new Owner shall pay the Association a transfer fee in the amount of One Hundred Seventy-Five Dollars and no/100 (\$175.00). Upon any subsequent transfer of a Unit, the new Owner shall pay the Association a transfer fee in the amount of Four Hundred Seventy-Five Dollars and no/100 (\$475.00). The Association may use transfer fees to defray the expenses it incurs as a result of the transfer in title and for any other valid purpose. Transfer fees shall be paid at the closing of the sale of the Unit or within five (5) days of the transfer of title to the Unit, whichever is earlier. Transfer fees are separate from and in addition to regular monthly assessments or any other charges to Unit Owners.