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DECLARATION OF DISTRICT AND DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE SOUTH RESIDENTIAL DISTRICT AT THE CROSSINGS AT EXUM PLACE

THIS DECLARATION OF DISTRICT AND DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE SOUTH RESIDENTIAL DISTRICT AT THE CROSSINGS AT EXUM PLACE ("South Residential Declaration") is made and declared on this the 12th day of August , 2025, by THE CROSSINGS PARTNERS, a Tennessee general partnership (hereinafter the "Founding Developer").

RECITALS OF PURPOSE:

- A. The Founding Developer is in the process of developing the overall project known as "The Crossings at Exum Place" (hereinafter the "Community").
- B. The Community is governed by the Founding Developer as well as the Crossings at Exum Place Master Association of Owners, Inc. ("Master Association") and is subject to the Master Declaration of Covenants, Conditions, Easements and Restrictions for The Crossings at Exum Place of record at <u>Trust Deed Book 2286, page 85</u> in the Register's Office of Madison County, Tennessee, as may be amended from time to time ("Master Declaration").
- C. The Community is a mixed-use development, comprised of multiple districts, including a South Residential District, a north Residential District, a Town Center District, and multiple Commercial Districts.

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- D. The Founding Developer, by this instrument, hereby declares certain residential portion of the community described on **Exhibit "A"** as its own district (the "<u>South Residential District</u>"), which district may be expanded, supplemented or revised as set forth in the Master Declaration.
- E. The South Residential District is subject to both the Master Declaration and this South Residential Declaration. The Master Declaration will govern the construction and modification of Improvements in the Community so that the overall Community, both residential and commercial components, have a cohesive traditional design, and this South Residential Declaration will address certain elements specific to the residential areas of the Community.
- F. The Founding Developer has established a sub-association which will govern the South Residential District called the Crossings at Exum Place South Residential Association of Owners, Inc. ("Residential Association").
- G. The Founding Developer desires to enter into this South Residential Declaration to ensure the proper application of the foregoing purposes and to further enhance the development of the South Residential District in the Community.

NOW THEREFORE, Founding Developer hereby establishes and declares that all Lots within the South Residential District, as more particularly described on **Exhibit "A"** shall be held, transferred, sold, conveyed and occupied subject to the following terms, conditions, covenants, easements and restrictions.

ARTICLE 1: DECLARATION OF DISTRICT AND PROPERTY COVERED BY THE SOUTH RESIDENTIAL DECLARATION

Declarant hereby establishes that the property described on **Exhibit "A"** attached hereto is hereby established as a District of Crossings at Exum Place Community, as that term is defined in said Master Declaration, said District shall be commonly referred to as the "South Residential District".

The South Residential District as described on **Exhibit "A"**, as may be expanded, reduced or altered by Founding Developer (referred to herein as the "<u>South Residential District</u>" or "<u>Property</u>"), is and shall be held, transferred, sold, conveyed and occupied subject to this South Residential Declaration, as may be amended from time to time.

"Lot" shall mean and refer to each Lot in the South Residential District as created on plats recorded from time to time by Founding Developer.

"Residential Common Area" shall refer to all real property, easements and property rights owned by or assigned to the Residential Association, maintained by the Residential Association or otherwise declared by the Founding Developer for the common use and enjoyment of the Owners of Lots within the South Residential District.

ARTICLE 2: SOUTH RESIDENTIAL DISTRICT PLAT

2.1 <u>Plats for the South Residential District.</u> The Master Plan, any other concept plans, site plans, final plans or final plats, or other plat(s) or plans that are filed by the Founding Developer from time to time (collectively, the "<u>Residential Plat(s)</u>") sets forth the intent of the Founding Developer for the development of the South Residential District. The South Residential District is subject to change at any time by the Founding Developer to address market conditions, governmental or engineering requirements, land use conditions or other modifications that may be needed, as determined by the Founding Developer, in its sole discretion, as development progresses.

ARTICLE 3: RESIDENTIAL DESIGN GUIDELINES, RESTRICTIONS ON HOME BUILDERS AND CONSTRUCTION REQUIREMENTS

3.1 <u>General Requirements for Construction.</u> The Founding Developer has developed certain design guidelines for the overall Community and/or Residential Design Guidelines for certain portions thereof, which may be amended or modified from time to time by the Founding Developer.

The design guidelines that are applicable to the South Residential District, as may be modified by the Founding Developer from time to time, shall be referred to herein as the "Residential Design Guidelines". The Residential Guidelines are intended to help create a complete community of streetscapes and buildings, based on proven American town building principles, resulting in streetscapes featuring a variety of distinct but harmonious architectural styles using timeless design principles, modern materials and current building practices. These guidelines are intended as a guide to Owners, architects, and builders for the style, character, and level of quality required for homes and Improvements within the Community

In addition, the Founding Developer has established an Architectural Review Committee ("<u>ARC</u>") under the Master Declaration which includes a Town Architect ("<u>Town Architect</u>"). Any and all Improvements (as broadly defined in the Master Declaration and as set forth below) shall be subject to all requirements set forth in the Master Declaration, this South Residential Declaration and the Residential Design Guidelines.

Prior to constructing an Improvement or altering a Lot in the South Residential District in any manner whatsoever, the Owner shall obtain all approvals and make all submittals required under the Master Declaration., including, without limitation, those set forth in Article V of the Master Declaration and shall be strictly adhered to by each Owner and their builders.

Review is not required to repaint with originally approved materials and colors, or to replace the roof, gutters, windows, or other components of Improvements with duplicates of the original approved materials.

"Improvements" is defined under the Master Declaration as any and all buildings, outbuildings, underground installations, gradings, slope and drainage alterations, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, ramps, windbreaks, landscaping, plantings, planted trees and shrubs, poles, signs, lighting, loading areas, sidewalks, curbing, hardscape, moveable structures, recreational, play or other equipment, additions and all other man made changes to the natural configuration and/or vegetation and/or grade of a Lot, whether above or below the land surface.

- 3.2 <u>Additional Requirements</u>. In addition to any and all other requirements of the Residential Design Guidelines or the ARC, the following specific elements of each residence shall be submitted (per Master Declaration 5.1) and be approved by the ARC, including, without limitation:
 - (a) Approved Builders The Founding Developer and/or the ARC shall have the right to prohibit certain home builders from constructing residences on any Lot, based upon any past issues/problems with respect to such builders. Such issues may include, without limitation, the construction of unapproved field modifications, inadequate response to the ARC or Town Architect, and/or failure to comply with the Master Declaration, this South Residential Declaration, and/or the Residential Design Guidelines.
 - (b) <u>Construction Timeline Requirements.</u> The Founding Developer wishes to create streetscapes of buildings and landscaping rather than vacant lots. Therefore, construction of a single-family residence on a Lot shall commence within six (6) months of the conveyance of the Lot by Founding Developer and shall be completed within twelve (12) months thereafter (i.e., eighteen (18) months from the conveyance of the Lot by Founding Developer).
 - (c) <u>Traditional Neighborhood Design</u> The Community is a Traditional Neighborhood Design (TND) development, which typically encourage a mixture of land uses in addition to a variety of housing styles, sizes and types. Therefore, the Residential Design Guidelines encourage a variety of architectural styles and include key characteristics and details associated with each style with the goal of creating unique overall compelling streetscape character. No similar house elevations and/or identical color schemes (with the exception of white) shall be allowed within the same block.
 - (d) <u>Setbacks</u> The required setbacks for each Lot shall be established by Founding Developer and set forth in the Residential Design Guidelines and may vary from or be more strict than those set forth on the Plat. Setbacks shall vary based upon the frontage width, location and classification of such Lot and other factors determined by the Founding Developer.
 - (e) Square Footage Requirements Each Lot in the South Residential District has minimum Square Footage requirements, which vary based upon the width, location and classification of the Lot. All residential structures constructed on the Lots shall contain no less than the minimum square footage as set forth within the Residential Design Guidelines, approved by the ARC, or which may be otherwise established by the Founding Developer from time to time.
 - (f) <u>Building Facades</u> Every single residence erected on a Lot in the South Residential District shall be constructed of high-quality exterior finish materials, such as brick, stone, Hardie board, or cementitious or composite siding and trim material as set forth in the Residential Design Guidelines or otherwise approved by Founding Developer. Vinyl or aluminum siding, E.I.F.S., stucco board, or "softcoat stucco" are expressly prohibited.
 - (g) Roofs & Eaves Residential roofs shall be clad as appropriate to the style in composite shingles, slate, clay tiles, or dimensional asphalt shingles as set forth in the Residential Design Guidelines. Low-pitched porch and bay roofs are preferred to be standing seam, pre-finished metal or copper.
 - (h) <u>Dormers</u> Dormers shall be vertically scaled and proportioned and shall tightly frame the window(s). Exceptions may be permitted only when appropriate to the architectural style or character of the home.

- (i) <u>Finished Floor Elevation</u> The porch elevation above grade shall be a minimum of 2'-0" (24") with the main body finished floor elevation for each residence a minimum of 2'-6" (30") above street grade directly in front of the front entry along front of residence.
- (j) Floor Height Every residence shall have a minimum first floor plate height (ceiling height) of ten feet (10'-0") and upper floor plate heights shall be a minimum of nine (9'-0") feet.
- (k) Entries and Doors Entrance doors for front and public side entries shall be eight ft. (8'-0'') on the main floor and shall be appropriate to the architectural style or character of the home. Interior doors on main floor shall be 8'-0'' minimum.
- (l) <u>Windows</u> Windows shall be designed in accordance with the Residential Design Guidelines. Generally:
 - 1) Windows and door heads shall be aligned and a minimum of eight ft. (8'0") above the finished floor on the main floor.
 - 2) Windows in brick or stone walls shall use a brick mould or wood trim at head and jambs and a projecting sill nose placed between the brick mould jambs and the sill.
 - 3) Windows in siding walls shall have a minimum 4" fiber cement or composite trim.
- (m) <u>Shutters</u> Shutters shall be designed in accordance with the Residential Design Guidelines. Generally:
 - 1) Shutter height shall be equal to the window opening height and shutter width shall be sized to appear to completely close over the window.
 - 2) Shutters shall be operable (or at a minimum appear to be operable) with recommended appropriate hardware.
- (n) Front Porches The Founding Developer's intent is that the community have a cohesive and traditional design encouraging front porch living. Therefore, porches are required on each residence and may serve as either a part of the entry element and/or as an outdoor living space. Porches shall be a minimum of 8'-0" deep and 8'-0" wide or otherwise approved. Porch steps shall be at least 5'-0" in width.
- (o) <u>Chimneys</u> Chimneys shall be constructed to appear as "real/operable" masonry chimneys and to complement the architectural character of the home. Height shall meet or exceed the minimum per code for a masonry fireplace/chimney. Chimneys must be faced consistently on all sides with brick or stone. Siding or Hardie board on chimneys is expressly prohibited.
- (p) <u>Gutters & Downspouts</u> Downspouts shall be smooth round. Downspouts shall not be located on porch columns or posts. Downspouts should be piped underground to the nearest alley/street, where they shall be released via pop-up emitter(s). Gutters and downspouts shall otherwise be in accordance with the Residential Design Guidelines.

(q) <u>Garage Design</u> – Every Lot shall have fully enclosed garage(s) which are of sufficient size for the number of vehicles to be parked at the Lot. Whether the garage will need to be at two (2) car, three (3) car or other size garage shall be determined by the Founding Developer and/or the ARC based upon the width, location, and classification of the Lot. The Founding Developer and/or ARC may require that garage doors be kept closed except when vehicles are entering or leaving the garage or the garage is in active use.

Certain Lot types shall also have the following requirements:

1) Alley Access Garages

- a. Lots with alley access will be required to have garage access only from the alley. Thus, garage access to primary or side streets is not permitted
- b. Garages facing the alley shall be setback in accordance with the Residential Design Guidelines (typically 20 feet, but can vary as determined by The Founding Developer)
- c. Alley access garage doors may have up to 18 ft. maximum width.

2) Street Access Garages (NO Alley Access)

- a. Street Access garage doors shall be of a "carriage style" design with appropriate hardware to appear operable.
- b. Street Access garages are preferred to be deeply recessed or have a deep overhang, shed roof, or pergola cover.
- c. Front-loaded/facing street access garage doors shall be 9 ft. minimum width and 12 ft. maximum width.
- d. Front-loaded/facing garages shall be set a minimum distance (typically 10 ft., but can vary as determined by the Founding Developer) behind the main façade of the house, not including the front porch, as set forth in the Residential Design Guidelines. J-Swing garages and rear garages are also allowed in compliance with the Residential Design Guidelines.
- (r) <u>Driveways</u> All residences shall have a driveway constructed of only materials approved by the Founding Developer or ARC and set forth in the Residential Design Guidelines.
 - 1) Alley Access Driveways Alley access driveways shall be broomed concrete similar to the alley, with a "picture frame" smooth finished edge.
 - 2) Street Access Driveways All street access driveways (with NO alley access) shall be of broomed finish matching the material and finish of the sidewalks (per the Residential Design Guidelines) from the street to the back edge of the sidewalk, including a "picture frame" smooth finished edge (similar to sidewalks).

The remaining portion of the driveway may be poured with washed, stamped/colored or broomed concrete, or paver bricks as approved by the Founding Developer or ARC. The use of asphalt or gravel is specifically prohibited, except as a base to the concrete drive.

- (s) <u>Sidewalks</u> Sidewalks shall be installed along all road frontages by the builder (lot Owner), having a minimum width of 5'-0", having a "picture frame" smooth finished edge, and be constructed to both the Residential Design Guidelines and the City of Jackson standards. Lead walkways connecting to houses shall also be at least 5'-0" in width.
- (t) <u>Sidewalk Border Features along the Front of Each Lot</u> Each Lot shall have entry features as prescribed by the Residential Design Guidelines, within that portion of the Lot located three feet (3') four feet (4') behind the required sidewalk. These entry features may include a brick wall, picket fence, wood fence, hedge, etc. along the sidewalk creating a hard border along the residence side. All border features will be of a design, material, height and construction as established in the Residential Design Guidelines and/or approved by the Founding Developer.
- (u) <u>Fencing</u> All fencing must be approved in writing by Founding Developer and/or ARC for height, location, design, materials and construction. Chain link fences and pine wood fences are expressly prohibited.
- (v) <u>Mailboxes</u> "Cluster mailboxes" will be established for the Community or certain portions thereof, as determined by the Founding Developer. However, should a homeowner choose to install a mailbox or other receptacle (despite the fact that it will not be serviced by the US Postal Service), any such mailbox or receptacle must be an ornamental "The Crossings" iron mailbox and shall be in accordance with the location, style, type, model and specifications approved by the Founding Developer and/or the ARC, and no mailbox or receptacle of any other type or design will be allowed.

The foregoing is not an exhaustive list of the requirements for construction of a residence on a Lot. Each Owner and the home builder shall be solely responsible for reviewing the Residential Design Guidelines and complying with all requirements of the Master Declaration and/or prescribed by the ARC and Town Architect.

Each Owner hereby agrees and acknowledges that Founding Developer and/or the ARC, in their sole and absolute discretion, has the absolute right to grant variances to any of the foregoing requirements or any other requirement or restrictions set forth in the Master Declaration, this South Residential Declaration or the Residential Design Guidelines. The grant of a variance does not obligate the Founding Developer or the ARC to grant additional variances.

ARTICLE 4: RESTRICTIONS SPECIFIC TO THE RESIDENTIAL HOMES IN THE SOUTH RESIDENTIAL DISTRICT

- 4.1 <u>Restrictions.</u> With regard to each Lot in the South Residential District, in addition to the terms and conditions of the Master Declaration, and in addition to any specific additional restrictions Founding Developer may impose, including, without limitation, the Residential Design Guidelines, the following restrictions shall in all events also apply:
 - (a) Permitted Use. All Lots within the South Residential District shall be used for private, residential purposes only; provided, however, the Founding Developer shall have the right to allow certain Lots to be used for such uses other than residential, as are desirable by Founding Developer and consistent and in keeping with the overall Community.

Subject to the foregoing, no business activity of any kind whatsoever shall be conducted in any Improvement or in any portion of a Lot; provided, however, unless prohibited by law, use of a room in a residence for a home-based business activity that does not generate noise, odor, or foot traffic shall be permitted, subject to the Residential Design Guidelines.

In addition, and notwithstanding the foregoing, the Founding Developer shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes, and to conduct such business activities as are necessary to facilitate the Founding Developer's development and sales of Lots in the Community such as, by way of example, and not limitation, the right to have model homes, leasing offices, management offices, install signage, etc. Model homes and approved signage by approved homebuilders shall not be deemed a violation of this section provided such homebuilders comply with the signage and other applicable requirements hereunder.

- (b) Leasing of Improvements. Subject to applicable laws, statutes and ordinances, there shall be no Short-Term Leasing permitted on any Lot. For purposes hereof, "Short-Term Leasing" shall be defined as any lease, rental or occupancy of a Lot or Improvement constructed on a Lot for use by a third party that is not the Owner of the Lot for a period of less than twelve (12) months, including without limitation, short term or vacation leasing or rentals similar to AirBNB, Homeaway, etc. the Founding Developer shall have the right to approve the Lease and establish procedures and processes for the leasing of the Lots and Improvements. In addition, the Founding Developer may require a permit to lease and restrict the number of permits available within a certain Zone of the Community, and impose a limitation on the total number of leases permitted and/or lease permits available at a given time. In no event shall more than ten percent (10%) of residences on Lots be leased at any given time unless otherwise approved by the Founding Developer, in its sole and absolute discretion.
- (c) No Further Subdivision; Consolidation of Lots by Lot Owner. No Owner may subdivide its Lot into smaller lots, however Founding Developer reserves the right to redefine Lots prior to sale by further subdividing or combining Lots or portions of Lots provided the remaining lots meet all covenants and zoning requirements. A vacant Lot may be used to access adjacent land for future development if specifically approved in writing by Founding Developer.
- (d) <u>Conversion of Street Ends</u> The Community is designed to allow interconnectivity of streets to adjacent property. However, if a neighboring property is developed in a manner that does not allow interconnectivity, the Founding Developer reserves the right to convert existing street ends/stub roads into additional Lots, Commons Areas and/or other uses.
- (e) <u>Swimming Pools</u> All swimming pools must be approved by Founding Developer or ARC as to all elements and aspects, including, without limitation, the following:
 - 1) Location (they are not allowed in drainage or utility easements)
 - 2) Location of any pool equipment, location, height and other aspects of pool features such as slides or fountains, and visibility/screening requirements
 - 3) The drainage away from the pool deck (and how it affects neighbors)
 - 4) The elevation of said pool and deck as to how it will affect neighboring yards' privacy.
 - 5) Backwash location and design, especially salt-water pools, as the saltwater kills downstream vegetation

NO ABOVE GROUND POOLS, whether temporary or permanent, shall be placed on any Lot the South Residential District.

- (f) Athletic Facilities No auxiliary recreational or athletic facilities, including but not limited to tennis courts, pickleball courts, basketball courts, basketball goals and/or soccer goals, batting cages, volleyball nets, skating ramps, and the like may be maintained on a Lot unless specifically and expressly approved by the Founding Developer and ARC on a case-by-case basis and in the sole discretion of the Founding Developer and ARC. If permitted, all elements of the facility including, but not limited to, the size, location and design, screening, fencing, lighting, hours of use, drainage, etc. shall also be further subject to ARC approval. Any lighting for any approved facilities shall be utilized during permitted times and only in such a manner as to prevent disturbance to adjacent Lot Owners.
- (g) Recreational Equipment No swing sets, play sets, trampolines, or the like may be maintained on a Lot unless said structures are approved by the Founding Developer or ARC and further provided such structures are not visible from the street (or alley). All playground equipment over eight (8'-0") feet in height shall be maintained within an approved privacy fence or sufficiently screened by landscaping so to provide privacy to adjacent Lot Owners and must be specifically approved for location in writing by Founding Developer and/or ARC.
- (h) <u>Satellite Dishes</u> Unless required by law, Direct TV, Dish Network, Starlink or similar type dishes shall be 18" or less in diameter and may not be mounted to the front or sides of the dwelling (or any ancillary Improvement) where visible from the front street. Additionally, only one (1) dish may be mounted to the dwelling. Any additional dishes and/or any satellite receivers larger than 18" in diameter shall be subject to the approval of the Founding Developer and/or the ARC and if approved, shall be located in the rear yard of the Lot and screened within an approved privacy fence.
- (i) <u>Solar Panels</u> Unless required by law, no photovoltaic (solar) panels or similar equipment may be attached to a house or any other Improvement
- (j) HVAC and Other Equipment serving the Improvements All equipment providing heating, ventilation, or air conditioning, including condensing units, package units, mini-split units, etc. that are to be located on the exterior of the residence or other Improvement shall be subject to the prior approval of the Founding Developer and/or the ARC, including where such equipment is to be located on the Lot, or on the exterior of the house or Improvement. If any such equipment on any Lot which is of a type that uses a water source heat pump, or similar device, it must drain into a dry well and meet all governing authority's regulations pertaining to same. NO window air conditioning unit shall be installed in any residence or ancillary building.
- (k) <u>Commercial, Recreational Vehicles</u> No commercial or recreational vehicle of any kind, including but not limited to trucks, vans, R.V.s, campers, boats, jet-ski's, racecars or the like, shall be stored or parked on any Lot, unless fully within an enclosed garage.
- (l) <u>Vehicles</u> No inoperable, for sale, unused or underutilized, damaged vehicle(s), or trailers of any kind shall be parked or maintained on, in, or about any Lot, unless said vehicle/trailer is wholly contained within an enclosed garage area. There shall not be an excessive number-of vehicles on (or related to) any Lot. All Improvements should be constructed with the intent to have all vehicles within an enclosed garage at all times. The Founding Developer or the Association, once Founding Developer has relinquished control to the Association, shall have the right to prescribe rules and regulations to prevent excessive vehicles on a Lot.
- (m) On-street Parking No vehicles of any type are allowed to be parked on the street for extended periods of time of more than forty-eight (48) hour periods. On-street parking is intended for visitors/guests only and not for the residents or tenants in the Community.

- (n) Flags, Gardens and Other Items. No fountains, statues, flags, flag poles, ornamental or other art, vegetable or other gardens shall be permitted in front yards. Corner Lots shall be considered to have a front yard on each side adjacent to the street. All fountains, statues, flags, flagpoles, ornamental or other art, gardens, etc. are considered "Improvements" and shall be subject to the approval of the Founding Developer and/or the ARC and subject to limitations as to number of items, size of such items and location of such items.
- (o) Grass and Landscaping Requirements The Community is a Traditional Neighborhood Design (TND) development, of which landscaping is an integral part with a consistent line of trees defining the streets and a combination of hedges, brick walls and fences defining the public boundary at the edge of the sidewalks. As such, each Owner shall be required to plant, maintain, prune, water and replace trees within the public right-of-way contiguous to their Lot. Should these street trees, hedges or other landscaping located along an Owner's Lot die or become diseased or damaged, or need removal, pruning, trimming and/or replacement, or be intentionally damaged or removed, 5 said Owner shall perform the necessary replacement and/or maintenance, at such Owner's sole cost and expense. In addition, each Lot shall be subject to the following requirements which shall be installed by the Owner, at the Owner's expense:
 - 1) At least one 2.5" caliper tree shall be planted in the "verge"/"besidewalk" (area between street and sidewalk).
 - 2) Only Zoysia (Palisades, Zeon, or equivalent) grass will be utilized within Community unless otherwise approved in writing by Founding Developer and/or ARC.
 - 3) Unless uniform lawn maintenance is provided (as discussed hereinbelow), each yard must be moved and maintained under a weed control contract (or equivalent) with a reputable company or individual that specializes in lawn care and weed control services.
 - 4) No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile, or unsightly objects shall be allowed to be placed or to remain anywhere on any Lot.

In the event that any Owner or occupant of any Lot in the Community shall fail or refuse to keep the Lot mowed, fertilized and free from weeds, underbrush, refuse piles, or other unsightly growths or objects, then the Founding Developer, ARC or the Residential Association may enter upon the Lot and maintain/mow, remove/replace the same at the expense of the Owner and such entry shall not be deemed a trespass. In the event such right is exercised, the Owner shall pay the expenses thereof upon demand.

- (p) Trash Containers Trash containers must be stored within the garage unless they are screened by fencing or shrubbery from public view. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances. No debris, trash, ashes, lawn clippings, leaves, leaf bags, boxes, or other refuse may be thrown or dumped on any of the Lots, Builders' Dumpsters, or Residential Common Areas. Trash carts/cans shall be brought to the street/alley no earlier than the eve prior to the date such trash is picked up by waste management and will be promptly removed on the date of trash pickup. If a Lot has a rear alley entrance, all trash staging and pickup will occur on the alley.
- (q) <u>Livestock.</u> No fowl, livestock, horses or other animals other than customarily domesticated pets discussed below shall be allowed/kept on any Lot.

- (r) <u>Domesticated Pets</u> Pets, customarily domesticated animals such as dogs and cats, may be kept in accordance with the Rules and Regulations established by the Founding Developer or the Residential Association from time to time, provided that they are NOT kept, bred or maintained for any commercial purpose. In all instances, pets shall be restrained within fenced areas while on the Lot and kept under leash when outside the boundaries of the Lot. No dog runs, outdoor kennels or similar elements shall be permitted nor shall the caging or chaining of animals in the yard be permitted. Excessive barking or other noise, nuisance, disturbances will not be allowed. If complaints are received regarding excessive barking or other nuisance, the Founding Developer and/or the Residential Association shall have the right to require noise or other mitigation elements be employed by the Owner at the Owner's expense. If such mitigation efforts are ineffective, the Founding Developer and/or the Residential Association reserves its rights and remedies against the offending Owner, including the right to have the pet removed from the Community. The Founding Developer and/or the Residential Association reserve the right to restrict certain breeds of dogs that are deemed to be aggressive or inherently dangerous.
- (s) <u>Signage</u>. Only a particular style of signage is permitted in the Community. The Founding Developer, ARC or the Residential Association shall have the authority to prescribe required signage that is permitted to be placed in the Community or on a Lot, including real estate "for sale" or "built by" signs as to construction type, design, content, size, color and location and how long such signs may be displayed. Political signs may be limited as to number, sign and timeframe permitted.
- (t) <u>Holiday Decorations</u>. Holiday decorations shall not be erected or placed upon a residence or Improvement more than forty-five (45) days before the applicable holiday and shall be removed no more than thirty (30) days after the applicable holiday as to lights, decorations, etc. located on or visible to the exterior.

The foregoing is not an exhaustive list of restrictions. There may be other restrictions set forth in the Master Declaration, elsewhere in this South Residential Declaration and the Residential Design Guidelines. Each Owner is subject to those documents and responsible for reviewing and familiarizing itself with all requirements applicable to its Lot.

Each Owner hereby agrees and acknowledges that Founding Developer and/or the ARC, in their sole and absolute discretion, has the absolute right to grant variances to any of the foregoing requirements or any other requirement or restrictions set forth in the Master Declaration, this South Residential Declaration or the Residential Design Guidelines. The grant of a variance does not obligate the Founding Developer or the ARC to grant additional variances.

ARTICLE 5: RESIDENTIAL ASSOCIATION

As noted, the South Residential District is part of an overall Community. Accordingly, all Lots within the South Residential District are also subject to the Master Declaration. However, as more particularly set forth in the Master Declaration, the South Residential District must elect or appoint one or more Representative Member(s), as determined by the Founding Developer, in order to participate or vote on matters presented by or to the Master Association. Founding Developer shall have the right, but not the obligation to allow the South Residential District to have more than one Representative Member based upon Zones or other factors determined by the Founding Developer. Accordingly, all Owners within the South Residential District hereby understand, acknowledge and agree as follows:

- (a) The Owners shall be Members of the Residential Association and will not have the right to participate directly in the Master Association meetings except through its duly appointed Representative Member(s).
- (b) Each Owner shall have one (1) vote for each Lot it owns. Founding Developer shall have three (3) votes of the total/projected number of Lots in the South Residential District (regardless of Ownership). It is the intent that Founding Developer shall maintain complete and absolute control of all South Residential District matters until that date which Founding Developer, in its sole and absolute discretion, elects to relinquish control by the filing an affidavit of record in the Register's Office of Madison County, Tennessee which expressly relinquishes such control.
- (c) The Founding Developer shall appoint and determine the officers and board members of the Residential Association until the earlier of (i) such time as may be required by the laws of the State of Tennessee, (ii) all Lots in the South Residential District, as may be expanded, have been conveyed to someone other than the Founding Developer or a builder, or (iii) the date on which Founding Developer, in its sole and absolute discretion, elects to relinquish such right.
- (d) No meetings of the Residential Association shall occur until such time as the Founding Developer determines, in its sole and absolute discretion.
- (e) The Residential Association shall establish equitable procedures, approved by Founding Developer, to elect or appoint the Representative Member(s) for the South Residential District. No voting rights or representation in Master Association matters will be afforded to the South Residential District until such time as an individual(s) has been elected or appointed as the Representative Member(s). The Representative Member(s) of the South Residential District will be the only individual(s) of a South Residential District permitted to attend the meetings of the Master Association unless otherwise agreed by the Founding Developer.
- (f) The Residential Association shall be governed by the bylaws established by the Founding Developer.

ARTICLE 6: COVENANT FOR ASSESSMENTS

- Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot within the South Residential District, their successors and assigns, shall hereafter be deemed to covenant and agree to pay to the Residential Association any annual assessments, Fines, the Transfer Fee and such other fees or charges provided for hereunder, any special assessments for replacements or major repairs; any emergency assessments established for the South Residential District; such assessments to be fixed, established, and collected from time to time as hereinafter provided (collectively, the "Assessments"). The Assessments collected by the Residential Association shall include all charges owed to the Master Association by the South Residential District as a district under the Master Declaration. No Owner of a Lot may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Residential Common Area or by abandonment of its Lot.
- 6.2 <u>Purpose of Assessments.</u> The Assessments levied by the Residential Association shall be used as prescribed by Founding Developer or the Master Association for the purpose of promoting the health, safety, security and welfare of the Owners of South Residential District and in particular for the Improvement and maintenance of the Residential Common Area and of any easement in favor of the Residential Association, including, but not limited to, administrative expenses, financing costs of

Common Area elements and amenities determined by the Residential Association, the cost of taxes, insurance, labor, staffing and employee costs for Common Area amenities, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Residential Association.

- Allocation. Each Lot or Zone (hereinafter defined) shall be assessed a proportionate share of all Assessments. The amount assessed to a particular Lot may vary based upon the classification of the Lot, the size of the Lot, whether the Lot is located within a particular Zone and other factors, all as determined by the Founding Developer. Each and every Owner of a Lot within a Zone and/or within the South Residential District overall is personally liable to the Residential Association for all Assessments and for a proportionate share of the South Residential District's total assessment under the Master Association.
 - (a) Zones. For purposes of Assessments, the Founding Developer may establish Zones within the South Residential District. A "Zone" is a smaller area comprised of certain Lots within the South Residential District that are of a distinct building type and character or certain Lots which share amenities, services and other items that specifically serve Lots within a particular area. The Zones shall be established by the Founding Developer and the Zones may be enlarged, reduced or otherwise modified by the Founding Developer as Founding Developer deems appropriate. Each Owner of a Lot within a Zone covenants to pay its share of any Assessments charged to said Zone in addition to such other Assessments which may be charged to the Lot.
 - (b) The Founding Developer and/or the Board of Directors of the Residential Association (once the Founding Developer has relinquished control to the Residential Association) shall determine the amount of the Assessment due from each Lot or charged to each Zone at least thirty (30) days in advance of each annual Assessment, but may do so at more frequent intervals and revise the Assessment should circumstances so require. Written notice of the Assessment by the Master Association shall be sent to the Representative Member of the South Residential District, which may be sent by email. Written notice of the Annual Assessment by the Residential Association (which shall include the Lot's proportionate share of the charges to the South Residential District as a district under the Master Association and a Lot's proportionate share of any charges assessed to the Zone) shall be provided by the Founding Developer and/or the Board of Directors of the Residential Association to the Owners. The due dates shall be established by the Founding Developer and/or the Board of Directors of the Residential Association. The Residential Association shall, upon demand and for a reasonable charge, furnish a certificate signed by the Founding Developer or an officer of the Residential Association setting forth whether the assessment on a specified Lot has been paid.
- Special Assessments. In addition to the regular Assessments authorized by this South Residential Declaration, the Founding Developer and/or the Board of Directors of the Residential Association, as applicable, may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital Improvement for which the Residential Association is specifically responsible or for such other purposes as the Founding Developer and/or the Board of Directors may consider necessary, provided that such assessment shall have the assent of two-thirds (2/3) of the total number of votes eligible to be cast. Such special assessments may also be assessed against a particular Zone if the Improvement, replacement or major replacement primarily serves a particular Zone; provided such special assessment shall have the assent of two-thirds (2/3) of the total number of votes eligible to be cast. A meeting of the appropriate Owners may be duly called for this purpose, written notice of which shall be sent to all Owners at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Emergency Assessments. In the event of an emergency situation, condition or occurrence affecting the life, health, safety or welfare of Owners or the public, the Founding Developer and/or the Board of Directors of the Residential Association, acting pursuant to this section, may declare an emergency assessment in such amount and payable at such time as the Board, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this South Residential Declaration. Such assessment shall be borne pro rata, as provided for elsewhere herein, by all Owners. The Founding Developer and/or the Board of Directors of the Residential Association shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

6.6 Transfer Fee, Administrative Fees and Reserve Fees.

- (a) <u>Notice of Transfer.</u> Each Owner shall provide written notice to the Residential Association in the event of a transfer of a Lotor residence. Such notice shall include, without limitation, the proposed date of the transfer, the name of the proposed purchaser, the notice address for the new Owner, the forwarding address of the prior Owner and such other information as may be requested.
- (b) At each transfer or conveyance of a Lot within the South Residential District, in addition to the Assessments, there will be certain one-time fees charged to the Owner at the time of the closing or sale of a Lot. Specifically, there will be a transfer fee imposed on a conveyance of Lots ("Transfer Fee") in amounts prescribed by the Founding Developer or the Residential Association from time to time; provided, however, the Transfer Fee for a Lot within the South Residential District shall not exceed 0.5% of the sales price paid at the time of transfer. The Transfer Fee shall be paid to The Crossings Foundation, an organization which may be established by the Founding Developer to sponsor community programs and activities which serve to promote a sense of community within the South Residential District, such as recreational leagues, programs, educational events, festivals, holiday celebrations and activities, farmer's markets and recycling programs, seasonal activities, and the promotional, marketing and advertising costs related thereto.
- (c) In addition to the Transfer Fee, a Lot may also be subject to administrative fees intended to compensate the Founding Developer and/or the Residential Association for providing the certificates and calculations at the time of the transfer of a Lot.
- (d) In addition to the Transfer Fee, a reserve or capital contribution fee may also be charged at the time of the transfer of a Lot that will contribute to reserves established for amenities within a particular Zone or within the South Residential District as a whole, as determined by Founding Developer.
- 6.7 Townhomes and other Improvements with Shared Elements. Within the South Residential District, there may be certain Lots that are Shared Maintenance Lots (as defined and more particularly discussed in Article 7 below). Any amounts charged to the Unit Owners (hereinafter defined) of a Shared Maintenance Lot pursuant to Article 7 below shall be in addition to the Assessments due under this Article.
- Date of Commencement of Annual Assessment. Notwithstanding anything contained herein to the contrary, neither the Founding Developer, an affiliate of the Founding Developer, nor the individual partners, members, shareholders comprising the Founding Developer shall be required to pay any Assessments due hereunder. Any Lot or residence owned by the Founding Developer, an affiliate of Founding Developer or the individual partners comprising the Founding Developer shall in no event whatsoever be subject to levy of Assessments of the South Residential District. The foregoing is intended to be interpreted in the broadest sense.

Subject to the foregoing, the annual Assessments provided for herein shall commence as to all Lots as of the date of the conveyance of a Lot by the Founding Developer (other than a conveyance by Founding Developer to an affiliate of the Founding Developer or the individual partners comprising the Founding Developer which shall not be subject to any Assessments as discussed above). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Non-Payment of Assessments. Any assessment, fine, charge or fee levied pursuant to this South Residential Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the Lot of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot against which such Assessment is levied and shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the Lot and Owner(s) to pay such Assessment shall, however, remain personal obligations for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied, or any installment thereof may be maintained without foreclosing or waiving the lien herein created to secure the same.

It shall be the obligation and responsibility of the Residential Association to collect all Assessments due from the Owners charged by the Master Association and to pay such Assessments to the Master Association. This does not relieve the Owners from their personal obligations to the Residential Association for their share of such Assessments. Any assessment, fine, charge or fee levied by the Master Association against the South Residential District as a South Residential District under the Master Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the collection thereof, as hereinafter provided, thereupon become a continuing lien upon the entire South Residential District against which such Assessment is levied and shall bind such all Lots within the South Residential District and all then Owners, their heirs, devisees, personal representatives, successors and assigns.

Any assessment levied pursuant to this South Residential Declaration or under the Master Declaration or any installment thereof which is not paid within ten (10) days after it is due shall bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of the Board, subject the Owner obligated to pay the same along with such penalty or "late charge" as the Founding Developer and/or the Residential Association may fix. The Founding Developer and/or the Board may bring an action against the Owner personally obligated to pay the same, or foreclose the lien reserved herein subject to prior Deeds of Trust upon any of the Lot(s); in either of which event the Residential Association may collect from said Lot and/or Owner interest, costs and reasonable attorney's fees. No Lot and/or Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Residential Common Area or abandonment of the Lot or provided under the Master Association by non-use of any Community amenities.

To evidence the lien of any unpaid and delinquent amounts, the Board of Directors of the Residential Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the description of the Lot and the name of the Owner, or if against the South Residential District as a whole, the description of the South Residential District and the name of the Representative Member, if known. Such a notice shall be signed by the Founding Developer or by one of the Board of Directors of the Residential Association (or by the board of directors of the Master Association, as applicable) and may be recorded in the Register's Office of Madison County, Tennessee. For the purpose of enforcing the lien of any unpaid and delinquent Assessment, , the Founding Developer and the Residential Association shall have rights, remedies or privileges as may be granted to such party by this South Residential Declaration or the Bylaws, the Master Declaration or bylaws for the Master Association or at law or in equity.

Subordination and Deed of Trust Protection. Notwithstanding any other provisions herein to the contrary, the lien of any assessment levied pursuant to this South Residential Declaration upon any Lot shall be subordinate to, and shall in no way affect the lien rights under the Master Declaration. In addition, and notwithstanding any other provisions herein to the contrary, the lien of any assessment levied pursuant to this South Residential Declaration upon any Lot shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded Deed of Trust, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Owners and/or Lots, including the encumbered Lots. Such sale or transfer shall not relieve the purchaser at such sale from liability for any Assessments thereafter becoming due, nor from the lien of such subsequent assessment' which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 7: TOWNHOMES AND OTHER COMMON ELEMENT LOTS

- 7.1 Townhome Lots. The provisions of this Article shall apply to those certain Lots specifically described on Exhibit "B" and such additional Lots determined by Founding Developer to have Townhomes or other Improvements with Common Elements ("Townhome Lots"). A "Townhome" shall be defined as an Improvement on a Townhome Lot that is designed and intended for use and occupancy as a residence by a single family but which has certain Common Elements (hereinafter defined) that are shared with one or more adjacent Townhome(s) or Townhome Lot(s). Each Owner of a Townhome on a Townhome Lot shall have the right to use and enjoy the Common Elements established in accordance herewith. Each Owner of a Townhome Lot is solely responsible for maintaining, repairing and replacing any and all aspects of its Townhome except as expressly provided for in this Article.
- 7.2 <u>Common Elements.</u> Each Townhome and Townhome Lot shall have certain Common Elements. "<u>Common Elements</u>" shall include the following:
 - (a) The front yards of each Townhome Lot;
 - (b) All foundations, roofs, exterior walls, common party walls/interior demising walls, shared gates, garages or other structural aspects of an Improvement that are common to two (2) or more Townhomes:
 - (c) All compartments or installations of central services such as power, light, gas, water, sprinkler systems, backflow preventers, sewer, telephone, fiber optic cable, cable television, including master meters, and the like on a Townhome Lot that are common to or service two (2) or more Townhomes; and
 - (d) All improvements, devices, or installations of a Townhome or Townhome Lot determined by Founding Developer to be for the common use of the Townhomes and the Townhome Lots.

- 7.3 Services Provided to the Common Elements of a Townhome Lot. The Residential Association (or a separate association to be established just for the Townhome Lots if desired by Founding Developer) shall provide the following services to all Townhome Lots, the costs of which shall be charged as a Common Element Expense (hereinafter defined) to each Townhome Lot:
 - (a) <u>Uniform Lawn and Landscape Maintenance</u>. Uniform lawn and landscaping maintenance shall be provided to the front yards of each Townhome Lot plus any side yard along a street pursuant to Section 10.3 herein below. Street trees on a Townhome Lot and landscaping that are not intended to be fenced and visible from an adjacent street or right of way shall also be maintained in a uniform manner.
 - (b) Roof and Common Element Maintenance. All foundations, roofs, exterior walls, exterior trim, interior walls, columns or other structural aspects of a Townhome Lot that are Common Elements shall be kept in good condition and well maintained, repaired, and if necessary, replaced. If there is the need to repair a Common Element, the Townhouse Lot Owner(s) shall notify the Residential Association.
 - (c) <u>Common Elements Insurance</u>. Casualty insurance shall be maintained on all Common Elements with coverage equal to the full replacement value thereof. In addition, general liability policy covering the Common Elements and the Residential Association for all damage or injury caused by the negligence of the Residential Association, the Townhome Lot Owners or their respective agents related to the Common Elements.
- 7.4 <u>Common Element Expenses.</u> The costs of any and all services provided by the Residential Association under Section 7.3 ("<u>Common Element Expenses</u>") shall be assessed to the Townhome Lots and such assessments for Common Element Expenses shall be in addition to any amounts set forth in Article 6 hereinabove. The Common Element Expenses shall be divided among the Townhome Lots as follows:
 - (a) <u>Common Element Expenses for Uniform Lawn/Landscape Maintenance and Insurance.</u> The Common Element Expenses for Uniform Lawn and Landscape Maintenance and any and all insurance covering the Common Elements shall be shared equally between all Townhome Lot Owners.
 - (b) Other Common Element Expenses. Any and all other Common Element Expenses shall be shared between the affected Townhome Lot on a prorata basis determined by dividing the square footage of the affected Townhome by the square footage of all affected Townhomes.
 - (c) Repair or Replacement Caused by the Townhome Owner. Notwithstanding the foregoing or anything contained herein to the contrary, if the need for maintenance, repair to or replacement of a Common Element is caused by the willful or negligent conduct or act a Townhome Owner, his/her family, guest, invitees, or other persons using or occupying his/her Townhome, the cost of such repair or maintenance shall be assessed against such Townhome Owner and shall be due and payable ten (10) days from the date of notice thereof.
- 7.5 <u>Common Element Reserves.</u> The Residential Association may establish and maintain a reserve for maintenance, repair and replacement of the Common Elements. Reserve contributions shall be charged equally to the Townhome Lots as a Common Element Expense. All Common Element repair and replacement costs shall be paid from insurance proceeds, to the extent applicable, or from such reserves, as deemed appropriate by the Residential Association.

7.6 <u>Insurance; Casualty Damage.</u>

- (a) As noted hereinabove, the Residential Association shall maintain casualty insurance on the Common Elements, the costs of which shall be charged to the Townhome Lots as a Common Elements Expense.
- (b) Each Owner of a Townhome Lot, at such Owner's sole cost and expense, shall be required to obtain and maintain casualty insurance on the Townhome (other than the Common Elements) including, without limitation, all fixtures, cabinetry, appliances, equipment, furnishings, personal property and any other portion of a Townhome extending to its outermost unfinished interior walls, floors and ceilings and the contents thereof. In addition, each Townhome Lot Owner shall be responsible for obtaining his own insurance insuring said Owner personally from liability in connection with the ownership, possession, use, and occupancy of his Townhome and the Private Elements. In addition, each Owner shall carry liability insurance covering the Owner's Townhome for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Townhome. Such insurance shall not be the responsibility of the Residential Association and by acceptance of a deed to a Townhome Lot, each Townhome Lot Owner acknowledges that such insurance is and shall be the sole responsibility of said Townhome Owner.
- (c) In the event a Common Element is damaged by casualty, Residential Association shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Common Elements. Repair or reconstruction, as used in this paragraph, means repairing or restoring the properties, to the extent of insurance proceeds received, to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. If, after a fire or other casualty causing damage to the Common Elements, the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Residential Association, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Townhomes damaged in proportion to the damage suffered. If there are surplus funds after repair and reconstruction is completed, such funds shall be applied towards future reserves.
- (d) Any and all other damage or destruction to any Townhome shall be promptly repaired or reconstructed by the Owner of the damaged Townhome, at such Owner's sole cost and expense, in a prompt and efficient manner. Any exterior renovation or restoration of the Townhome shall be subject to the architectural approval process set forth in the Master Declaration.

ARTICLE 8: USE OF RESIDENTIAL COMMON AREAS AND OTHER EASEMENTS

- 8.1 <u>Master Declaration Easements.</u> Each Owner is entitled to the use and enjoyment of the easements established in the Master Declaration subject to the terms and conditions set forth therein.
- 8.2. <u>South Residential District Easements.</u> In addition to the easements established in the Master Declaration, the Master Plan and in the Residential Plat(s), the following easements are established for every Owner of a Lot within the South Residential District:

- (a) Residential Common Area Use Easement. Each and every Owner, its successor and assigns, of a Lot in the South Residential District shall have a perpetual and non-exclusive easement in, over and through all Residential Common Areas and to use the entranceways, pedestrian systems and other common Improvements or common elements within the South Residential District established by the Founding Developer for residential Owner's use from time to time, subject to the right of the Founding Developer, the Master Association or the Residential Association to:
 - 1) promulgate rules and regulations for the use and enjoyment thereof; and,
 - 2) suspend the enjoyment and voting rights of any Owner for any period during which any Assessment remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any such amount or a breach of the Rules and Regulations of the Residential Association shall not constitute a waiver or discharge of the Owner's obligation to pay such amount(s).
 - 3) establish memberships or limited access as discussed below, and the right to allow non-members/non-Owners to use certain amenities for a fee.
 - 4) use the Residential Common Areas for events, markets, festivals and similar activities intended to enhance the community living in the Community, as well as the right of the Founding Developer to permit the rental of space for kiosks, stands or temporary structures in the Residential Common Areas as another means of providing amenities and services to the Community.
 - 5) establish certain elements of Common Areas that will be available for lease such as cabanas and lockers, etc.
 - 6) install vending machines, permit food truck rentals and provide similar amenities in the Common Areas.
- (b) <u>Damage to Residential Common Areas.</u> Should an Owner or an Owner's guests, tenants, invitees, and/or members of an Owner's family damage any portion of the Residential Common Areas or any Improvements or facilities which may be located within the Residential Common Areas, the Owner shall be solely responsible for the costs for restoring or repairing such damage, and all such amounts shall be due against the Owner in the same manner as Assessments hereunder. The foregoing shall be in addition to any and all rights set forth herein or otherwise available at law or in equity.
- (c) <u>Membership Benefits.</u> The Founding Developer may limit access to certain Residential Common Areas by imposing fees and/or selling memberships applicable to certain facilities in the Residential Common Areas. The nature and extent of such memberships and/or fees shall be determined by the Founding Developer in its sole and absolute discretion, and after the Founding Developer, shall be determined by the Residential Association. In addition, Founding Developer (and after the Founding Developer, the Residential Association) shall have the right to allow all or any portion of the Residential Common Areas to be extended to non-members or non-Owners, upon payment of certain fees as may be established by Founding Developer from time to time. Any revenue received from such memberships or fees shall be applied toward the common expenses of the applicable amenity, to offset expenses of the South Residential District and/or the overall Community.

- (d) <u>Use of Residential Common Areas Determined by Founding Developer.</u> Except as provided for hereinabove or elsewhere in this South Residential Declaration, no Residential Common Areas shall be used for commercial use. The particular use of the Residential Common Areas shall be determined by the Founding Developer. The Founding Developer shall have the right to establish certain Residential Common Areas as open spaces, for a particular recreation purpose or facility, as park or other purpose consistent with the uses permitted for common area space within the Community, but such Residential Common Areas shall not be occupied by nonrecreational buildings or facilities, be used for street or street right of way nor shall the Residential Common Areas be subject to the setbacks which may be attributable to a residential dwelling of a Lot.
- (e) <u>Easements Reserved by Founding Developer and the Residential Association.</u> The Founding Developer and/or Residential Association, its successors and assigns, shall have the following perpetual easements with respect to the South Residential District:
 - 1) A perpetual and non-exclusive easement for the maintenance of the Residential Common Areas, which may presently, or hereinafter be located within the South Residential District, including if located on a Lot; and,
 - 2) A perpetual easement to use the Residential Comon Areas for events, markets, festivals and similar activities; and
 - 3) A perpetual easement to rent or permit the rental of space in the Residential Common Areas for kiosks, stands or temporary structures, cabanas, lockers, storage areas, vending machines, parking areas or services or other elements providing amenities and services to the Community.
 - 4) A perpetual and non-exclusive right of access to each Lot:
 - a. to inspect same for the purpose of verifying conformance with this South Residential Declaration, the Master Declaration, and any Rules and Regulations of the Residential Association,
 - b. to remedy any violations set forth in this South Residential Declaration, the Master Declaration or in any Rules and Regulations of the Residential Association, and
 - c. to perform any operations required in connection with the maintenance, repairs or replacements of or to the Residential Common Areas, any Common Elements, and the Streetscape, or any equipment, facilities or fixtures affecting or serving other Lot(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In the case of an emergency, such right of entry shall be immediate, whether Owner is able to be notified or present at the time or not.
 - A perpetual and non-exclusive easement in, over, upon, across and through the Lots and the Residential Common Areas and Common Elements as well as any detention and drainage facilities and other elements of the South Residential District for surface water runoff and drainage. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the South Residential District without written approval of the Founding Developer and/or the Residential Association; and,

- A perpetual and non-exclusive easement in, upon, over, across and through the Residential Common Areas for the purpose of installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, waters, sprinkler systems, poles, transformers, meters, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility company or other entity that requires same for the purpose of furnishing one or more of the foregoing services as determined and authorized by the Residential Association; and,
- A perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Residential Common Areas, any Common Elements, and the Streetscape to the Founding Developer, the Residential Association, its respective officers, agents and employees and all police, fire, and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a Lot upon which the Owner has failed to perform) and for repair and maintenance of the Residential Common Areas, any Common Elements, and the Streetscape.
- 8) The Founding Developer reserves the right and easement, which shall be a covenant running with the land, for and to the benefit of Founding Developer, its assigns and the Residential Association for the installation and use of entrance Improvements to be located on the entrances to the South Residential District.
- 8.3 Easements for Utilities and Related Purposes. The Founding Developer and/or the Residential Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights of way on the Residential Common Areas and/or the Lots within the South Residential District for sewer lines, water lines, electrical cables, telephone cables, television, fiber optic, internet and other communication cables, internal and external wiring and antennae, transformers, switch box(es), gas lines, storm drains, sprinkler systems, cluster mailboxes, regulatory signage, street lights, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the South Residential District as may be considered necessary, appropriate or desirable by the Board for the orderly maintenance, preservation and enjoyment of the Residential Common Areas or the Lots within the South Residential District or for the preservation of the health, safety, convenience and/or welfare of the Owners of the Lots and the Founding Developer.
- 8.4 <u>General Easement</u>. The Founding Developer and the Residential Association reserve, on behalf of the Founding Developer, the Residential Association, their respective agents, and/or local utility companies, the right and easement to the use of the Residential Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on a Lot or the Residential Common Areas.
- 8.5 <u>Ingress and Egress</u>. An easement is hereby granted to all police, fire protection, ambulance, garbage collection, and U.S. Postal Service employees and other delivery services to enter the South Residential District and the Lots in the performance of their duties. Further, an easement is hereby granted to the Founding Developer and/or the Residential Association, its officers, agents and employees and to any management company selected by the Residential Association to enter in or to cross over the Residential Common Areas and any Lot to perform the duties of maintenance and repair as provided herein.

The easements provided for in this Article are in addition to and shall in no way affect any other recorded easements on said property including those provided under the Master Declaration.

ARTICLE 9: USE EASEMENTS FOR AFFECTED LOTS WITH ALLEY ACCESS

9.1 <u>Use Easement.</u> Those certain Lots in the South Residential District that are rear loaded Lots with alley access less than 50 feet in width shall be considered "<u>Affected Lots</u>". Each Affected Lot shall be designed so that there is a courtyard side and a non-courtyard side as shown on **Exhibit "C"** attached hereto. Each Affected Lot shall have use of the non-courtyard side of the contiguous adjacent Affected Lot. A Use Easement (hereinafter defined) is hereby granted, established and declared for each Affected Lot, as further discussed below.

A "<u>Use Easement</u>" shall mean a perpetual, nonexclusive easement of up to ten feet (10') in width on, over and across the boundary of an Affected Lot along the non-courtyard side ("<u>Burdened Lot</u>") for access, ingress and egress and use by the Owner or occupant of the adjacent Affected Lot ("<u>Benefitted Lot</u>") for the following purposes:

- (a) to landscape, maintain and irrigate the Use Easement area. The Owner of the Benefitted Lot may landscape the Use Easement Area on the Burdened Affected Lot provided no landscaping shall be permitted if it would block or obscure any windows on the Burdened Lot. Once any landscaping is installed on the Burdened Lot, the Owner of the Benefitted Lot, at its sole cost and expense, shall maintain the landscaping covering the Use Easement area on the Burdened Lot in the same manner as it maintains the landscaping on its own Benefitted lot, all in accordance with the Residential Design Guidelines.
- (b) to use and enjoy the Use Easement area for all purposes for which the yard area of any Lot may be used, consistent with the Master Declaration and this South Residential Declaration; provided that the Owner of the Benefited Lot shall not construct any permanent or temporary structure (other than artificial turf or a privacy fence) in the Use Easement Area on the Burdened Lot.

The Use Easement shall be deemed to run from the front building line of the Improvement on each Burdened Lot or, if a fence is constructed on the Burdened Lots as shown in **Exhibit "C"**, from the fence line to the rear building line of the Burdened Lot as shown in **Exhibit "C"**. In the event any portion of the Use Easement is greater than five feet (5') from and parallel to the property line of the Benefitted Lot, such portion of the Easement Area shall be deemed an "Expansion Area" and the Owner of the Burdened Lot shall have the right to build any permanent new construction or expansion of the Improvement into the Expansion area, at which time the Use Easement in favor of the Benefitted Lot shall terminate as to that portion of the Expansion Area over which Improvements are constructed.

ARTICLE 10: MAINTENANCE

- 10.1 <u>Standards</u>. The Founding Developer and/or the ARC may adopt, maintain and administer standards for maintenance in the South Residential District.
- 10.2 <u>Prior to and During Construction</u> Prior to and during construction of a residence or townhome or other Improvement on the Lot(s), Owner thereof covenants and agrees to keep the unimproved Lot(s) mowed and free of debris. Owner thereof shall require all primary and sub-contractors and other workmen furnishing services or material to the premises to keep both the Lot(s) under construction and other surrounding Lots reasonably free of trash, silt and other construction debris. Construction debris shall not

- be permitted to remain upon any Lot. Debris and trash during the construction of an Owner's Improvements shall be collected by each Owner (or his or her representative) in containers approved by the ARC and periodically removed so that no unsightly condition occurs on the Lot or adjoining Lots.
- Ongoing Maintenance. Each Lot Owner shall maintain the exterior of all buildings and Improvements on his/her Lot in a good and workmanlike manner and shall present a neat and clean appearance upon the Lot including painting, repairing, replacing and caring for: roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, fencing, walls, and other exterior Improvements and shall do nothing on a Lot that renders it unattractive, unsightly, or a nuisance to the Subdivision. Additionally, each Owner shall be responsible for the maintenance and repair of "besidewalk" area fronting its Lot as well as the sidewalk and curb adjoining the right-of-way which is contiguous to the Owner's Lot.
- Uniform Lawn/Landscape Maintenance. The Founding Developer and upon the election by Founding Developer, the Residential Association shall, have the right, but not the obligation, to provide uniform maintenance of certain lawns and landscaping within certain Lots or Zones of the South Residential Districts. As such, the Founding Developer hereby reserves for itself and if applicable, grants to the Residential Association an ingress and egress easement for itself and for any management company which may be selected by the Founding Developer and/or the Residential Association, over all Lots or Zones for the purpose of performing such uniform maintenance, if any. If the Founding Developer and/or the Residential Association exercises its right to provide uniform maintenance as set forth hereinabove, all costs and expenses incurred in performing said maintenance shall be included as part of the Assessment and shall be paid by the Owners receiving the uniform maintenance services in accordance with the terms of this South Residential Declaration. In the event a Lot is fenced so that uniform lawn or landscape maintenance cannot be provided, such Lot shall not escape liability for such Assessments and shall nevertheless be charged its proportionate share of such uniform maintenance costs.
- 10.5 Failure to Maintain Property. In the event an Owner of any Lot shall fail to maintain his or her Lot and the Improvements thereon in a manner consistent with this Article or the standards established for the South Residential District, and/or in keeping with the overall Community, the Founding Developer, the Master Association and the Residential Association shall have the right, through its agents and employees, to enter upon said property and to mow, remove debris, repair, maintain, and restore the property and the exterior of the Improvements erected thereon and the Owner and/or user of that property shall be subject to Fine under the Master Declaration. The cost of such repair, maintenance and restoration and any Fines imposed shall be added to and become part of the Assessment of that property. The cost of said maintenance, expenses and attorney's fees shall be a binding obligation of the Owner as well as a lien on the property in question, upon recording of such notice with the Register's Office of Madison County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorney's fees, and interest from the date of any expenditure at the maximum legal rate of interest.

ARTICLE 11: GENERAL PROVISIONS

11.1 <u>Duration</u>. This South Residential Declaration and the covenants, restrictions, changes, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Founding Developer, the Master Association, the Residential Association, and every Owner of any part of the South Residential District for a term of fifty (50) years from the date this South Residential Declaration is recorded, after which time said Declaration shall automatically be extended for successive periods of ten (11) years subject to the provisions below.

11.2 <u>Termination and Modification.</u>

- (a) The Founding Developer shall have the sole right and power at all times to terminate or modify this South Residential Declaration as provided in the Master Declaration.
 - IN ADDITION, NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE FOUNDING DEVELOPER RESERVES THE RIGHT TO UNILATERALLY AMEND THIS SOUTH RESIDENTIAL DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE FOUNDING DEVELOPER DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF THE SOUTH RESIDENTIAL DISTRICT.
- (b) This South Residential Declaration, or any provision hereof, or any covenant, condition, restriction and reservation contained herein, may be terminated, extended, modified or amended, as to the whole of the South Residential District or any portion thereof, with the written consent of two-thirds (2/3) of the total eligible votes of the Residential Association; provided, however, no such termination, extension, modification or amendment shall be effective without the written approval of the Founding Developer unless Founding Developer elects in is sole discretion to relinquish such right. Any such termination, extension, modification or amendment shall become effective when a proper instrument in writing has been executed, acknowledged and recorded in the Register's Office of Madison County, Tennessee.
- 11.3 <u>Waiver or Invalidation</u>. Any waiver or failure to enforce any provision of this South Residential Declaration in a particular situation or as to a particular Lot shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or similar situation at any other location in the South Residential District or overall Community. Invalidation by Court adjudication of any provision of this South Residential Declaration shall not affect the validity of any other provision, and all other provisions thereof shall remain in full force and effect. The grant of a waiver or variance shall not obligate the Founding Developer or the Residential Association to grant future or additional waivers or variances.
- South Residential District Changes. So long as any the Master Plan, preliminary plans, any other concept plans, site plans, final plans or final plats, change in use or zoning pertaining to the South Residential District or portion thereof which is submitted for approval by Founding Developer, does not seek to directly alter the approved uses of an Owner's Lot, then such Owner, on behalf of itself and its heirs, successors, and assigns, upon acceptance of a deed of a Lot from Founding Developer, hereby unconditionally waives any and all rights, arising from Owner's Ownership in said Lot(s) or other portions of the South Residential District, to approve or object to any concept plan, site plan, final plan, final plat, or change in use or zoning pertaining to the South Residential District, the overall Community or any other portion thereof that is submitted for approval by Founding Developer.
- 11.5 <u>Enforcement</u>. In the event any Lot owner shall construct any Improvements on any Lot without first obtaining the approvals required hereunder or in the Master Declaration or any Lot Owner violates any of the restrictions contained in the Master Declaration or this South Residential Declaration, said Owner shall be liable to the Founding Developer and/or Residential Association for a liquidated damages penalty in the amount of up to \$10,000.00 per violation. Nothing herein contained is intended to serve as a waiver of the undersigned or any other Lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said Lot owner from compliance with these restrictions.

Violation or breach of any covenant, condition or restriction herein contained or under the Master Declaration shall give the Founding Developer, the Master Association and/or the Residential Association, in addition to all other remedies, the right, but not the obligation, to proceed at law or in equity to compel compliance with the terms of this South Residential Declaration and/or Master Declaration, and to prevent the violation or breach of any of them.

Neither the Founding Developer, the Master Association nor the Residential Association has the obligation to enforce the restrictions or covenants contained herein. The Founding Developer has the absolute right to waive or release a Lot from a particular restriction(s) or covenant(s), if deemed necessary, desirable or appropriate in the Founding Developer's sole judgment. The waiver or release of any restriction shall not obligate the Founding Developer to grant future waivers or releases.

If any Owner of a Lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any other Lot Owner to prosecute such proceedings at law or in equity against the Owner violating or attempting to violate said restrictions, either to prevent such violations or the recover damages thereof, or both.

In the event the Founding Developer, the Master Association, the Residential Association or an individual Lot Owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying Lot Owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer, Architectural Committee, or complying Lot Owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

- 11.6 <u>Captions</u>. The captions, section numbers and article numbers appearing in this South Residential Declaration are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles nor in any way modify or affect this South Residential Declaration.
- 11.7 <u>Effective Date</u>. This South Residential Declaration shall become effective upon its recordation in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the Founding Developer has caused these presents to be executed as required by law on the day and year first written above.

THE CROSSINGS PARTNERS, a Tennessee general partnership

By:

shane Fric McAlexander, Trustee of the

Shane Eric McAlexander Trust, Dated February 10, 2010

ENNESSEE

Its: General Partner

STATE OF TENNESSEE)
COUNTY OF MADISON)

Before me, a Notary Public of the State and County aforesaid, personally appeared <u>Shane McAlexander</u>. <u>Trustee of the Shane Eric McAlexander Trust dated February 10, 2010</u>, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be <u>General Partner</u> of **THE CROSSINGS PARTNERS**, a Tennessee General Partnership the within named bargainor, and that he as such <u>General Partner</u>, executed the foregoing instrument for the purpose therein contained, by signing the name of the said Partnership by himself as <u>General Partner</u>.

WITNESS MY HAND and Official Seal this the 12th day of August 2025.

Notary Public

My Commission expires:

10.33.35

EXHIBIT "A" SOUTH RESIDENTIAL DISTRICT

DESCRIPTION OF 82.669 Acres The CROSSINGS at Exum Place – Residential District – South

BEGINNING at a bent half inch rebar found in the south margin of Ashport Road (30 feet from the centerline), being the northwest corner of The Crossings Partners property and having Tennessee State Plane Coordinates of N 516,381.31 E 1,123,129.32, as described in Deed Book 764, Page 276, of which the herein described tract is a portion; Thence with said road south 86 degrees 48 minutes 00 seconds east 663.22 feet to a point in the northwest corner of the Town Center (south); Thence south 03 degrees 12 minutes 00 seconds west 140.00 feet; Thence north 86 degrees 48 minutes 00 seconds west 21.00 feet; Thence south 03 degrees 12 minutes 00 seconds west 145.00 feet to a point in the north margin of Oldetown Crossing; Thence with said north margin south 86 degrees 48 minutes 00 seconds east 639.50 feet; Thence north 03 degrees 12 minutes 00 seconds east 285.00 feet to a point in the south margin of Ashport Road; Thence with said road south 86 degrees 48 minutes 00 seconds east 250.45 feet; Thence south 87 degrees 07 minutes 00 seconds east 322.55 feet to a point in the northwest corner of the 13.76 Acre proposed Apartment Site (zoned RG-3), also being the northeast corner of the herein described tract; runs thence following the west boundary of said apartment site; Thence south 03 degrees 12 minutes 00 seconds west 412.61 feet; Thence following a curve to the right, having a radius of 175.00 feet, a chord bearing of south 17 degrees 24 minutes 00 seconds west, a chord length of 85.86 feet and an arc length of 86.74 feet; Thence south 31 degrees 36 minutes 00 seconds west 50.24 feet; Thence following a curve to the left, having a radius of 124.98 feet, a chord bearing of south 17 degrees 24 minutes 00 seconds west, a chord length of 61.33 feet and an arc length of 61.96 feet; Thence south 03 degrees 11 minutes 51 seconds west 59.80 feet to a point, thence south 86 degrees, 48 minutes 00 seconds east 69.34 feet; Thence south 45 degrees 06 minutes 34 seconds east 524.00 feet to a point, being the southwest corner of the Apartment site, also being the northwest corner of the City of Jackson tract as recorded in Deed Book 721, page 1452; Thence with the west line of said City of Jackson south 02 degrees 33 minutes 22 seconds west 227.24 feet to an iron pin set at the northwest comer of the City of Jackson as described in Deed Book 721 Page 1449; Thence with the lines of the aforementioned City of Jackson south 03 degrees 07 minutes 11 seconds west 593.00 feet to an iron pin set; Thence north 86 degrees 18 minutes 19 seconds west 166.05 feet to a one inch rebar found at the northeast comer of the George & Nancy White tract as described in Deed Book 768 Page 1986; Thence with the lines of said White generally with the meanders of the sparse remnants of an old fence north 86 degrees 29 minutes 17 seconds west 2,111.13 feet to a railroad iron found; Thence north 03 degrees 51 minutes 15 seconds east 1,553.00 feet to a half inch rebar found at the southeast comer of the Robert M. & Jessalyn K. Todd Trust as described in Deed Book 744 Page 1034; Thence with the east line of Todd generally with a fence north 03 degrees 19 minutes 00 seconds east 260.40 feet to the POINT OF BEGINNING containing 82.669 acres, being The CROSSINGS at Exum Place, proposed (southern) Residential District.

EXHIBIT "A" CONTINUED SOUTH RESIDENTIAL DISTRICT

*The Master Plan below is subject to change at any time by the Founding Developer for any reason whatsoever including to reduce, expand, alter, restrict, exclude certain areas shown hereon, to address market conditions, governmental or engineering requirements, land use conditions or other modifications that may be needed or desired, as determined by the Founding Developer, in its sole discretion, as development progresses.

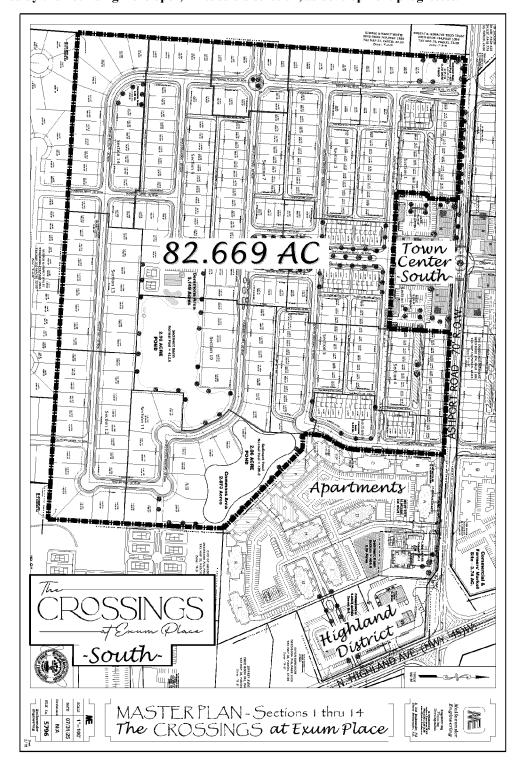


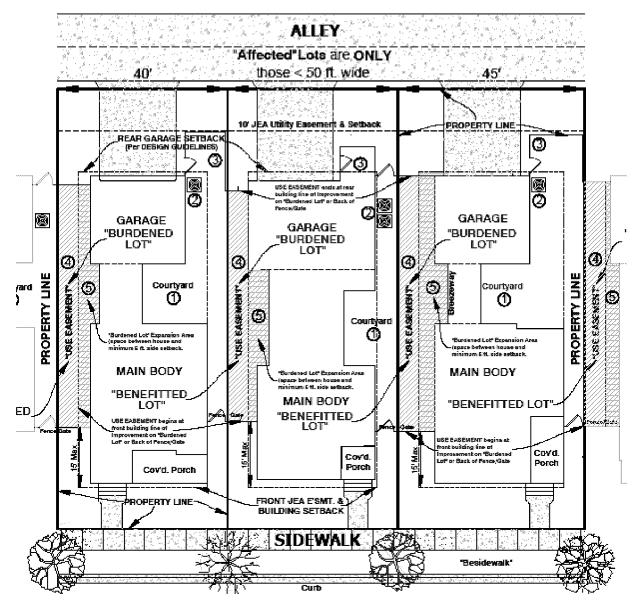
EXHIBIT "B"TOWNHOMES LOTS

Lots 119-123, as shown on the **Final Plat** for The Crossings at Exum Place, Section 1 which plat is being recorded on or about even date herewith, and as shown on the **Master Plan** for *The Crossings at Exum Place*, Sections 1-8 (PRD), which was filed with the City of Jackson and dated May 25, 2025.

Proposed Lots 306-315 and 324-333, as shown on the **Master Plan** for *The Crossings at Exum Place*, Sections 1-8 (PRD), which was filed with the City of Jackson and dated May 25, 2025.

Proposed Lots 604-618, as shown on the **Master Plan** for *The Crossings at Exum Place*, Sections 1-8 (PRD), which was filed with the City of Jackson and dated May 25, 2025.

EXHIBIT "C" USE EASEMENT FOR AFFECTED LOTS BENEFITTED LOT AND BURDENED LOT



USE & ACCESS EASEMENT

- USE EASEMENT
 Per Article 9.1
- EXPANSION EASEMENT
 Per Article 9.1 (b)
- Courtyards to be located on either East or South side of "Affected Lot" as appropriate.
- Condensing Units (To be located on courtyard side of "Benefitted" Lot)
- Trash Containers to be stored in the garage or within a fenced storage area adjacent to garage.
- No permanent or temporary structure allowed within use easement (other than a privacy fence of artificial turf)
- Any portion of the "Use Easement"

 greater than 5 ft. from the property
 line is deemed an "Expansion Area"
 with the owner of the "Burdened Lot"
 having the right to build/expand into it.

TRUE COPY CERTIFICATION

I, Charles Patterson, do hereby make oath that I am a licensed attorney and the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on Output 122025

Affiant Signature

Dated: Ougust 12, 2025

Sworn to and subscribed before me this the 13th day of august, 2025

Notary's Signature

My Commission Expires: 10.22.35



BK/PG: T2286/249-279

25009002

<u> </u>	
31 PGS : RESTRICTIONS	
EMILY NEWTON 296468 - 25009002	
08/13/2025 - 10:25 AM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	155.00
DP FEE	2.00
REGISTER'S FEE	2.00
TOTAL AMOUNT	159.00

STATE OF TENNESSEE, MADISON COUNTY