

The CROSSINGS at Exum Place

MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

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

RECITALS OF PURPOSE:

The Founding Developer establishes this Master Declaration for the following purposes:

- A. The Founding Developer is the owner of that certain real property located in Madison County, Tennessee, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof, which will be developed, together with other property established by Founding Developer, as a Planned Community, comprised of both commercial establishments and residential use, which will be known as "The Crossings at Exum Place" (hereinafter the "Community" or the "Property").
- B. It is the desire and intention of the Founding Developer to impose mutually beneficial conditions, easements, standards and covenants on the Community to provide for the preservation of the values, aesthetics, and quality of the Community.
- C. The Founding Developer has designed The Community as a mixed-use development envisioned as providing a "live, work and play" lifestyle within a single development in Jackson, TN thereby providing residents and business owners the ability to live, work, eat, shop, etc. without the need to leave the Community.

- D. The Founding Developer has imposed requirements for construction and design and various design guidelines for the residential district, the Town Center, various Commercial Districts, etc. that will contribute to the Community's traditional character and ensure timeless architecture so that all residences and businesses are compatible and harmonious in design with uniform streetscape and other requirements that will further enhance the charm and purpose of the overall Community.
- E. The Founding Developer desires to enter into this Master Declaration to ensure the proper application of the foregoing purposes and to further enhance the development of the Community.

NOW THEREFORE, Founding Developer hereby establishes and declares that the real property described on **Exhibit "A"** shall be held, transferred, sold, conveyed and occupied subject to the following terms, conditions, covenants, easements and restrictions.

ARTICLE 1: FOUNDING DEVELOPER; PROPERTY COVERED BY MASTER DECLARATION

- 1.1. Founding Developer. The "Founding Developer" shall mean The Crossings Partners, a Tennessee general partnership, or any individual or entity, successor, heir or assign to which it specifically assigns its rights under this Master Declaration as Founding Developer.
- 1.2. Real Property Governed by Master Declaration. The Property legally described on in **Exhibit "A"** attached hereto and incorporated herein by reference shall be subject to the terms, conditions, covenants, restrictions and easements set forth herein.

Any fractional part of the Property as subdivided on plats recorded from time to time, as approved by the Founding Developer, shall be "Lots".

"Common Area" shall mean that certain portion of the Property, easements and property rights owned by or assigned to the Master Association or otherwise declared by the Founding Developer for the common use and enjoyment of the Owners of Lots or certain Districts (hereinafter defined).

- 1.3. Additional Property. The Founding Developer, and only Founding Developer, shall have the right to bring additional property and subject it to this Master Declaration. The additional property may be owned by the Founding Developer or by others. As to any additional property, whether owned by the Founding Developer or others, which Founding Developer desires to subject to this Master Declaration, the Master Association, its Members, and all present or future Owners, their mortgagees, successors, and assigns, hereby waive and relinquish any rights to object to or protest against bringing such additional property into the Master Association or any desired subdivision of such additional property as may be required or desired by Founding Developer for such additional property. No Owner other than Founding Developer shall have the right to bring in additional property. The provisions of this Section shall not be strictly construed, but shall be broadly and liberally construed for the benefit of the Founding Developer and the additional property so as to allow the Founding Developer to bring additional property into the Master Association and subject it to this Master Declaration, including but not limited to the subdivision thereof.

ARTICLE 2: MASTER PLAN

- 2.1 Master Plan. That certain master plan attached as **Exhibit “B”**, as may be amended from time to time by the Founding Developer (“Master Plan”), sets forth the intent of the Founding Developer for the overall development of the Community. The Master Plan 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 on **Exhibit “B”**, 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.

ARTICLE 3: MASTER ASSOCIATION

- 3.1. Master Association. The “Master Association” shall mean Crossings at Exum Place Master Association of Owners, Inc., a Tennessee not for profit corporation. Every Owner taking title to a Lot within the Community shall be a member (“Member”) of the Master Association and possibly other associations if such Lot is part of a District or a Zone within a District, as discussed below.
- 3.2 Membership. The Founding Developer shall become a Member of the Master Association upon the recording of this Master Declaration in the Register’s Office of Madison County, Tennessee. The Founding Developer shall be a Member for so long as it desires, regardless of the amount of property owned by it, and shall only cease to be a Member of this Master Association at its sole election and independent discretion by the filing of an Affidavit withdrawing itself as a Member in the Register’s Office of Madison County, Tennessee. From and after such filing, the covenants and restrictions of this Master Declaration shall no longer apply as to the Founding Developer; however, they shall continue to govern and control the Master Association and its remaining Members.

Every Owner shall automatically become and must remain a Member in good standing of the Master Association. Membership in the Master Association shall be appurtenant to and may not be separated from the ownership of a Lot.

- 3.3 Classes of Voting Members. The Master Association shall have two classes of voting membership defined as follows:
- (a) Class A. Class A Members shall be all Members other than the Founding Developer. Class A Members that own Single Family Use Lots shall be entitled to one (1) vote per Lot owned by it. “Single Family Use” shall mean Lots which only allow one single-family dwelling unit per Lot within a subdivision or planned development or Lots which only allow townhomes, condominiums, detached or attached, but does not include apartment complexes or property developed primarily for rent. All other Class A Members (i.e., Class A Members that own i) mixed use Improvements (i.e., Improvements with commercial use on the ground floor and apartments on the upper floors for example) or b) office, retail, restaurant, multifamily and other commercial uses) shall be entitled to one (1) vote for every acre or partial acre owned by said Owner. If the Class A Member’s Lot is located within a District, their votes for matters before the Master Association must be cast through their elected or appointed Representative Member(s) (hereinafter defined). The District must cast its votes, through the Representative Member, as a whole with no conflicting votes from within the District itself.

- (b) Class B. The Class B member shall be the Founding Developer, which shall be entitled to a vote equal to the sum of the following: (i) three (3) times the number of Single-Family Use Lots in the overall Property, and (ii) three (3) times the acreage of all other Lots in the Property. For example, if there are 100 Single Family Use Lots and all other Lots (other than Single Family Use) comprise a total of 75 acres, Founding Developer would be entitled to 525 votes $((3 \times 100 \text{ Single Family Use Lots}) + (3 \times 75 \text{ acres}) = 525)$. Founding Developer as the Class B Member shall be entitled to such votes regardless of Founding Developer's ownership of such Lots. It is the intent that Founding Developer shall maintain complete control of Community matters until that date which Founding Developer, in its sole and absolute discretion, elects to relinquish control by the filing of record in the Register's Office of Madison County, Tennessee, an Affidavit relinquishing its Class B Member status. From and after such filing, Founding Developer shall no longer be a Class B Member and shall thereafter be deemed to be a Class A Member, and entitled to the number of votes established in subpart (A) above.
- 3.4 Bylaws. All other matters including quorum, meetings, directors, officers, proxies, etc. regarding the Master Association shall be governed by the Bylaws of the Master Association, which may be amended from time to time.

ARTICLE 4: DISTRICTS

- 4.1. Districts in General. The Founding Developer may from time to time establish separate Districts within the Community. "District" shall mean and refer to certain portions of the Community, identified by Founding Developer, in its sole discretion, by filing a Master Declaration of District recorded in the Register's Office of Madison County, Tennessee. There are no preconceived limits as to the size, number or shape of said Districts which shall be created, and any Districts shall be determined by the Founding Developer, in its sole and absolute discretion. As of the date hereof, it is contemplated that there will be a "Residential District" that will be comprised of the primarily Single-Family Use Lots, there will be a "Town Center District" that will be comprised of certain mixed-use buildings in the center of the Community, and there will be one or more commercial Districts, all as determined by the Founding Developer. The Founding Developer may enlarge or reduce such District or create new Districts within such District by the recordation of a new or amended Master Declaration of District in the Register's Office of Madison County, Tennessee. The subdividing of any District will not operate to establish any new districts unless approved by Founding Developer. The Founding Developer may establish Zones within one or more District(s). A "Zone" is a smaller area comprised of certain Lots within the applicable District that are of a distinct building type and character or certain Lots which will share amenities, services and other items that specifically serve Lots within a particular area. The Zones shall be established by the Founding Developer and only by the Founding Developer. The Zones may be enlarged, reduced or otherwise modified by the Founding Developer as Founding Developer deems appropriate.
- 4.2 Separate and Additional Restrictions. Upon the creation of a District, or at any other time, the Founding Developer, in addition to this Master Declaration for the overall Community, may impose one or more additional declarations of restrictive covenants that are applicable to a particular District or a portion thereof.

- 4.3 Separate Associations. In addition to the Master Association, the Founding Developer shall have the right to set up and establish, or require that the District set up and establish, a separate association that will be charged with the responsibility of administering the affairs of the applicable District. If not required by Founding Developer, but a particular District desires to establish an association or wishes to impose additional restrictive covenants applicable to that particular District or any Zone(s) established within a District or any other portion thereof, all documents related to said association, and all proposed additional restrictive covenants shall be first submitted to the Founding Developer for review and approval, which may be withheld in Founding Developer's sole and absolute discretion.
- 4.4 Districts Representation at Master Association. Once a District is established, the Founding Developer shall determine the number of Representative Member(s) that District will have. The "Representative Member(s)" shall be Owner(s) within the applicable District that will be the only party(ies) that will attend the Master Association meetings and participate or vote on matters presented by the Master Association. It is the responsibility of the Owners within a District to establish equitable procedures, approved by Founding Developer, to elect or appoint the Representative Member(s) for such District and making such appointment or election of public record. No voting rights or representation will be afforded to such District on Master Association matters until such time as their Representative Member(s) are elected or appointed through a fair and representative process and listed on record of the Master Association as the Representative Member(s) for such District. The Representative Member(s) shall only attend the Master Association meetings once the Founding Developer elects to have such meetings and so notifies the District that such meetings will commence. Once released by the Founding Developer, the Representative Member(s) will be the only individual of a District permitted to attend the meetings of the Master Association unless otherwise established by the Founding Developer. Each District will be governed, controlled and subject to the powers and authority vested in the Master Association, whether or not the District has elected or appointed its Representative Member(s).

ARTICLE V: DESIGN GUIDELINES AND CONSTRUCTION REQUIREMENTS

- 5.1 Design Guidelines. The Founding Developer has developed certain design guidelines for the overall Community and/or certain portions thereof, which may be amended or modified from time to time by the Founding Developer (the "Design Guidelines"). There may be a series of Design Guidelines established for each portion of the Community, including without limitation, the residential, commercial and other portions of the Community. The Owner of each Lot shall comply with all series of Design Guidelines applicable to its Lot. The Design Guidelines shall set standards for all aspects of a Lot that is visible from the outside, including, without limitation, the following:
- (a) materials and color selection for the building, roof, doors, windows, trims, any outbuilding or other Improvement;
 - (b) materials and color selection for driveways, walkways, parking lots, patios and other hard surface elements;
 - (c) restrictions against and/or requirements for antennas, satellite dishes or receivers, solar panels and any other device that may be visible to the roads and/or other Lots.

- (d) location, materials and other elements of fountains, swimming pools, whirlpools, etc.
- (e) location, material and color selection of any and all private walls, fences, partitions, gates, etc.
- (f) restrictions against and/or requirements for any and all awnings, flower boxes, statues, flags and flagpoles, outdoor ornaments, shutters and other window coverings that are visible from the exterior of the Improvement;
- (g) restrictions against and/or requirements of any and all signage;
- (h) permanent or semi-permanent play equipment, tree houses, recreational facilities such as basketball courts, pickleball courts, skateboard ramps, parks or other outdoor facilities that may serve a Lot.

The listing of the above items does not imply that construction of such items is permitted.

The Founding Developer shall have the sole right to revise the Design Guidelines from time to time to make changes recommended by the Town Architect (hereinafter defined), or that the Founding Developer believes are necessary to accomplish the purposes and objectives of the Community. All Improvements constructed within the Community shall be subject to and strictly comply with the Design Guidelines.

5.2 Architectural Control Committee. In addition to the Design Guidelines, no construction shall commence and no Improvement shall be altered or modified in any way, on any Lot whatsoever unless and until the plans and specifications therefor have been approved by the ARC. “ARC” shall mean architectural control committee as established by the Founding Developer which committee shall be comprised of a minimum of three (3) members as follows:

- (a) Town Architect. The Founding Developer shall select an architect holding a certificate of registration to practice architecture in the State of Tennessee under the authority of Title 62, Chapter 2, of the Tennessee Code Annotated to serve as the “Town Architect”. The ARC shall always have a Town Architect as one of the three members. The Master Association, as part of its Annual Assessments, may pay the Town Architect reasonable compensation for serving on the ARC, as determined from time to time by the Founding Developer (or the Master Association if the Founding Developer has relinquished control).
- (b) Additional Members. At least two (2) additional individuals shall serve on the ARC which individuals shall be required to be either a licensed contractor, interior designer or a licensed real estate agent in the State of Tennessee with a minimum of five (5) years’ experience. The additional members that meet the foregoing requirements shall be selected by the Founding Developer until such time as the Founding Developer has relinquished its control hereunder to the Master Association at which time, the other two individuals shall be selected by the Master Association.

5.3 Control of Improvements.

- (a) No Improvement or change to any existing Improvement of any type shall be made on any portion of any Property within the Community until the proposed Improvements or modifications to existing Improvements have been approved in writing by the ARC.

- (b) "Improvements" shall mean buildings, outbuildings, underground installations, gradings, slope and drainage alterations, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, landscaping, plantings, planted trees and shrubs, poles, signs, lighting, loading areas, sidewalks, curbing, hardscape, moveable structures, equipment, additions and all other man made changes to the natural configuration and vegetation of the Property, whether above or below the land surface.
 - (c) Trees and Hedges. A consistent line of trees and hedges, as prescribed and required by the Founding Developer and/or the ARC, that shade, enclose and define the street and/or the sidewalks are an integral part of the design of the Community and are expressly required in the Design Guidelines. Each Owner of a Lot shall be required to comply with the requirements as to all trees, hedges and other landscaping requirements set forth in the Design Guidelines.
- 5.4 Submittal Procedures. A minimum of three (3) sets of the documents (which may be in a pdf or electronic format) required by the ARC to be submitted shall be submitted for approval as a complete package and be submitted to the ARC in writing over the signature of the Owner or Member responsible for such District, or his authorized agent requesting approval, including but not being limited to the following:
- (a) Complete architectural plans, specifications and declaration of uses, or other plans required by the Founding Developer and ARC.
 - (b) Complete drainage plans, grading plan, grading permit, tree clearing plan and proposed landscaping and hardscaping plans for the Lot which must include plant species, locations, quantities, area sizes, and including the irrigation plans and specifications, if applicable.
 - (c) Samples of all exterior materials including the color and texture to be used in all Improvements will be submitted.
 - (d) Plans and specifications relating to all exterior signage to include samples of all materials used.
 - (e) Engineering plans and specifications relating to all Improvements, including electrical, mechanical and civil.
 - (f) Credentials and licenses of all builders and general contractors.

In the interest of expediting the approval process, the Owner is encouraged to consult with the ARC during the early stages of the planning process at appropriate periodic intervals prior to submission. It is understood by all parties that any informal, verbal exchange between the parties is non-binding and subject to change at the sole option of the ARC. Multiple submittals may be required by the ARC.

A minimum of three (3) sets of the final plans and specifications (which may be pdf or other electronic format) shall be submitted complete, at one time, and shall be accompanied by a signed request from the Owner and Member for final approval thereof. Such final plans and specifications should be submitted at least thirty (30) days prior to their submittal to the relevant governmental authority for a Building Permit.

The ARC shall be allowed thirty (30) days from receipt of plans and specifications to disapprove or approve the plans and specifications. If the ARC does not disapprove the plans and specifications within thirty (30) days from receipt thereof, such final plans and specifications shall be deemed to be so approved.

The ARC's intent in review is to uphold the requirements, both written and implied, of Planning and Design Review Requirements.

- 5.5 Timeframe for Commencement and Completion of Improvements. All Owners shall promptly commence and diligently pursue the completion of all Improvements and/or modifications once approved. It is intended that most Improvements shall be commenced within twelve (12) months of the conveyance of the Lot and completed within twelve (12) months of commencement, but the Founding Developer and/or ARC may establish specific timeframe requirements for commencement and completion of certain Improvements at the time of approval of such Improvements.
- 5.6 Approved Builders. The Founding Developer and/or the ARC may establish certain approved builders and/or general contractors for the Community or certain portions thereof. All builders, general contractors and/or major subcontractors must be from the approved list of builders or otherwise approved by the Founding Developer and/or the ARC.
- 5.7 Design Review Fee. The ARC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article, payable at the time such plans and specifications are so submitted. The amount of such fee shall contain the cost of making such examination, including the cost of any professional fees incurred in connection therewith.
- 5.8 Governmental Approval. Approval by the ARC shall be separate from all review and approval procedures by Madison County, the City of Jackson, applicable planning commissions or any other governmental entity. Any material changes made to the final construction drawings and specifications must be resubmitted and reapproved by the ARC.
- 5.9 Inapplicable to Founding Developer. This Article shall not apply to the Founding Developer, and the Founding Developer need not seek or obtain ARC approval for any Improvement constructed or placed, or landscaping done by the Founding Developer on any property in the Community owned by the Founding Developer, on Common Areas, or within street rights-of-way designated as a Streetscape, Pedestrian, Utility, and Street Maintenance Easement.

ARTICLE 6: RESTRICTIONS FOR USE

- 6.1 Nuisances. No Owner shall permit any use of its Lot or any Improvements constructed thereon for any purposes calculated to injure the reputation of the surrounding Lots or overall Community or for any purpose or use in violation of local, state or federal statute or ordinance. No obnoxious or offensive trade or activity shall be carried on or upon any of the Property in the Community, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Community not in accordance with Founding Developer's master plan. Written approval by the Founding Developer or the ARC of a particular use shall be conclusive evidence of compliance with this restriction insofar as this Master Declaration controls.

- 6.2 No change to Approved Uses. So long as any amendment to the Master Plan, any concept plan, site plan, final plan or final plat pertaining to the Property or portion thereof owned by Founding Developer and which is submitted for approval, does not seek to alter the approved uses of Lots or other portions of the Property sold by Founding Developer to Owners from time to time, then each Owner, on behalf of itself and its tenants, occupants, heirs, successors, and assigns, upon acceptance of a deed of a Lot or other portion of the Property from Founding Developer, hereby unconditionally waives any and all rights, arising from Owner's ownership in said Lot(s) or other portions of the Property sold, to approve or object to any addition or amendment to the Master Plan or any concept plan, site plan, final plan or final plat pertaining to the Property or any portion thereof owned by Founding Developer that is submitted for approval.
- 6.3 Permitted Uses. Founding Developer shall have the sole and absolute right to establish which Lots are for Single Family Use. The use of all other Lots shall be for multifamily residential, condominiums for adults 55 years or older, office, retail, restaurant, hotel or other lodging, recreational use, or other commercial use approved by Founding Developer, in its sole and absolute discretion, provided, however, the Founding Developer shall have the right to continue to use certain portions of the Community, as determined by Founding Developer, for agricultural and other purposes until Founding Developer is prepared to sell or develop such portions of the Community.
- 6.4 Compliance with Plans for Community. All Owners shall comply with and adhere to the zoning or use requirements and any and all other requirements, terms and conditions which may be set forth, from time to time, on the Master Plan, any other concept plans, site plans, final plans or final plats pertaining to the Property or portion thereof established by the Founding Developer.
- 6.5 Communication Providers and Services. The Founding Developer shall have the sole and exclusive right to determine and designate the communication services that are to be provided to the Property, including all Lots, subdivisions and parcels without limitation. The communications services that will be determined and designated by Founding Developer include but are not limited to cable, internet services, broadband, satellite dishes, telephone, and all successor or derivative services that may evolve. Any royalty rights or other payments made by such service provider as a result of services to the Property, including all Lots, subdivisions and parcels without limitation, shall be exclusively paid to the Founding Developer, the Master Association, the applicable District Association or the Crossings Foundation, as determined appropriate by the Founding Developer.

ARTICLE 7: MAINTENANCE

- 7.1 Standards. The Founding Developer, or upon Founding Developer's election, the Master Association, sometimes by and through the ARC, may adopt, maintain and administer standards for maintenance in the Community, as may be amended from time to time.
- 7.2 Maintenance During Construction Period. During construction of an Improvement, the Lot on which the Improvement is being constructed and adjacent areas and streets impacted by the construction shall be kept clean on a regular basis, and all trash, rubbish, and debris removed therefrom after any construction or work is done thereon. During construction, the Owner shall be responsible for keeping the Lot in reasonably neat condition, preventing the accumulation of trash, and shall prevent runoff of soil and wind transmission of trash and debris from the Lot onto adjacent property or streets. Streets providing access to a Lot shall be promptly and regularly cleaned by the Owner or Owner's contractor to remove dirt resulting from construction activity.

- 7.3 Site and Building Maintenance. Each Member at all times must keep his premises, building Improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with governmental health and police requirements. Each Member will remove, at his own expense, all rubbish of any character, whatsoever which may accumulate on his respective premises. If a Member allows rubbish to accumulate and his premises become unsightly as determined by Founding Developer or the Master Association, the in that event Founding Developer and/or the Master Association reserves the right to have such unsightly material removed at the expense of the District containing said Property and/or such Member, and if not removed within fifteen (15) days of the date written notice is sent to such Lessee or Owner, the Master Association may impose Fines and the costs of such removal and such Fines shall become a binding personal obligation of such Lessee and/or Owner and shall become a lien against the District containing said Property in question.
- 7.4 Landscape and Grounds Maintenance. Approved landscaping shall be maintained in a neat and adequate manner in accordance with standards established in the Design Guidelines and/or by Founding Developer and/or the ARC. Maintenance activities shall include mowing of lawns, trimming of hedges, adequate irrigation, replacement of dead, diseased, or unsightly landscaping, removal of weeds from planted areas, appropriate pruning of plant materials, and maintaining service contracts for lawn and landscape needs, fertilization and weed control. Founding Developer reserves the right to require uniform lawn and landscape maintenance for certain Districts, Zones and/or Lots as discussed in Section 11.8 below.
- 7.5 Parking Lot and Sidewalks. All parking Lots, pedestrian walkways and other hard surface areas shall be swept and cleaned regularly, and any unlevel, cracked and damaged areas shall promptly be repaired or replaced as required. All asphalt paved surfaces shall be resurfaced or sealed by the Owner at its cost and expense, within timeframes established by the ARC. The Owner shall at all times keep paved areas in good condition, repairing any fractures, cracks, potholes, fissures, etc. Said resurfacing or sealing shall be done within ninety (90) days after notification and in accordance with specifications provided by the ARC. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.
- 7.6 Vehicle Parking. No on-street parking shall be permitted unless set forth on the Master Plan and/or unless specifically, in Founding Developer's sole and absolute discretion, Founding Developer elects to establish on-street parking for certain portions of the Community. In addition, Founding Developer and/or the ARC shall have the right to prescribe the location of vehicle parking permitted on a Lot (for example, and not limitation, a Single-Family Use Lot with an alley shall be required to have rear-facing garage and driveway for vehicle parking, etc.) or within a District. All parking requirements are further subject to applicable ordinances of Madison County, City of Jackson and other governing authorities.
- 7.7 Additional Maintenance and Operation Activity Criteria. In addition to the foregoing maintenance and operation activity criteria, the Founding Developer and/or the ARC may promulgate and adopt additional maintenance and operation activity criteria that are consistent with and will further implement the statement of purpose set forth in this Master Declaration.

- 7.8 Failure to Maintain Property. In the event an Owner of any Lot or a District shall fail to maintain any portion of the Property and the Improvements thereon in a manner reasonably satisfactory to the Founding Developer and/or the Master Association, and/or in keeping with the Community, the Founding Developer and/or the Master Association shall have the right, through its agents and employees, to enter upon said property and to repair, maintain, and restore the property and the exterior of the Improvements erected thereon and to fine the Owner. 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 attorneys' 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 shall be in accordance with the laws of the State of Tennessee. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorneys' fees, and interest from the date of any expenditure at the maximum legal rate of interest.
- 7.9. Uniform Lawn/Landscape Maintenance and Parking Lot and Other Hard Surface Maintenance. The Founding Developer and upon the election by Founding Developer, the Master Association (or sub-association of a District) shall, have the right, but not the obligation, to provide uniform maintenance of certain lawns and landscaping within certain Lots and/or Districts and/or the uniform maintenance of all drive aisles, parking Lots, pedestrian walkways and other hard surface areas located within certain Lots and/or Districts. As such, the Founding Developer hereby reserves for itself and if applicable, grants to the Master Association or sub-association(s) an ingress and egress easement for itself and for any management company which may be selected by the Founding Developer and/or the Master Association or sub-associations, over all Lots for the purpose of performing such uniform maintenance, if any. If the Founding Developer and/or the Master 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 Master Declaration. In the event a Lot or a District 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.

ARTICLE 8: COVENANT FOR ASSESSMENTS

- 8.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner (other than Founding Developer) and its successors and assigns, for each Lot owned by it within the Community (other than Founding Developer), and upon an establishment of a District, all Owners within a District, hereby covenant (by acceptance of a deed of a Lot, whether or not it shall be so expressed in any such deed or other conveyance), and shall hereafter be deemed to covenant and agree to pay to Founding Developer or the Master Association any and all common expenses, amounts, assessments, fines, fees or charges, any special assessments for capital improvements or major repair; any emergency assessments; such assessments to be fixed, established, and collected from time to time as hereinafter provided (collectively, the "Assessments"). Assessments shall include, but not be limited to, the following charges, as applicable:
- (a) Annual Assessment. The sums, Carrying Charges, expenses and any and all other amounts incurred or to be incurred to meet the Founding Developer's and/or the Master Association's expenses for the Community as further discussed below.

- (b) Undeveloped Lots. Founding Developer and/or the Master Association shall have the right to maintain all undeveloped portions of the Property in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris. If Founding Developer exercises such right, each Owner of an undeveloped Lot may be assessed a maintenance fee ("Undeveloped Lot Maintenance Fee"), which shall be such Lot's prorata share of all costs incurred in maintaining undeveloped Lots.
- (c) Special Assessment. A "Special Assessment" may be charged to each Lot for capital Improvements or emergency expenses as discussed below.
- (d) Detention and Drainage Facilities Assessment. Founding Developer and/or the Master Association shall have the right to install, operate and maintain all Detention and Drainage Facilities for the Property and shall take such measures as are necessary to install, operate and maintain all Detention and Drainage Facilities. Accordingly, Founding Developer and/or the Master Association, as applicable, may charge the costs and fees associated with the installation, operation and maintenance of the Detention and Drainage Facilities to the Lots or District that benefit therefrom or drain into such Detention and Drainage Facilities. Each Lot or District, as applicable, may be assessed a fee ("Detention and Drainage Facilities Assessment") either as a separate assessment or as part of the Annual Assessment, such Lot's or such District's prorata share of all costs incurred in maintaining any and all Detention and Drainage Facilities.
- (e) Fees Charged when a Lot Transfers. The following fees shall be due upon any and all transfers and conveyances of a Lot, vacant or improved
 - 1) As more particularly discussed in Article 9 below, when there is a sale or transfer of a Lot, the Owner shall be responsible for paying the transfer fee
 - 2) An administrative fee established from time to time
 - 3) 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 or facilities serving the Lot being sold.

All such Assessments, together with interest thereon from the due date at the rate as decided by the Founding Developer or the Master Association, not to exceed the maximum allowable rate, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot or the District, as applicable, and shall be a continuing lien upon the Lot or the District, as applicable, against which such assessment is made, and shall also be a personal obligation of the Owner and Lot or the District, as applicable. No District nor any Owner of a Lot may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or by abandonment of its Lot or the District.

- 8.2 Allocation. The Founding Developer (or upon election by the Founding Developer, the Master Association) has the right to fix Assessments in an amount at least sufficient to maintain and operate the Common Elements and for the other purposes as contemplated by this Master Declaration. In addition, the Founding Developer (or upon election by the Founding Developer, the Master Association) shall have the right, on a fair and reasonable allocation, to share costs to promote efficiencies between Districts or certain portions of the overall Property.

- (a) Every Owner shall be deemed to covenant and agree to pay to the Master Association such sums, by way of Assessments contemplated herein or in the Bylaws. Notwithstanding the foregoing or anything contained herein to the contrary, Founding Developer shall have no obligation to pay any such sums or Assessments as to Property or Lots owned by Founding Developer. The obligation of all other Owners to pay such sums or Assessments commences upon their acceptance of a deed or other conveyance for a Lot by Founding Developer, whether or not it shall be so expressed in any such deed or other conveyance.
- (b) All sums comprising the Assessments shall be allocated between the Lots and/or the Districts in an equitable and reasonable manner as determined by Founding Developer based upon the services provided to a Lot and/or District and amenities made available to a particular Lot and/or District.

8.3 Annual Assessments and Carrying Charges of the Master Association. Each Lot and/or District shall cause to be paid to the Master Association a sum (hereinafter sometimes referred to as “Annual Assessments” or “Carrying Charges”) equal to the Lot’s or the District’s equitable share of all sums, costs, fees, and expenses required by the Founding Developer and/or the Master Association, to meet its annual expenses and carrying charges, including, but in no way limited to, the following:

- (a) The cost of all operating expenses of the Founding Developer and/or the Master Association and services furnished, including charges by the Founding Developer and/or the Master Association for its facilities, if any, labor, staffing and employee costs for Common Area amenities, equipment, materials, management, maintenance and supervision thereof; and
- (b) The amount of all taxes and assessments levied against the Master Association or upon any Property which it may own or which it is otherwise required to pay, if any; and
- (c) The cost of liability insurance and the cost of such other insurance as Founding Developer and/or the Master Association may determine;
- (d) The cost of funding all reserves established by the Founding Developer and/or the Master Association, including when appropriate, a general operating reserve and/or reserve for replacements, as well as a separate reserve for governmental required infrastructure or other Improvements (i.e., traffic light installation, road widening, sewer costs, etc.) and/or any other infrastructure that will benefit the Community;
- (e) The estimated and actual cost of all operating expenses, including, without limitation all insurance costs, any and all repairs, replacements, maintenance and replanting of Common Elements, Detention and Drainage Facilities, any Community Signage or entry features, parks, conservation areas, landscaping, trees, medians, and other areas over which the Founding Developer and/or the Master Association has control or responsibility, including, but in no way limited to the Streetscape, Pedestrian, Utility and Street Maintenance Easements; and
- (f) The estimated and actual cost of enforcing and policing all the terms, covenants, conditions, restrictions and other duties and obligations contained in this Master Declaration.

The Founding Developer (or once elected by the Founding Developer, the Board of Directors of the Master Association) shall determine the amount of the Annual Assessment due from each Lot and/or District at least thirty (30) days in advance of each Annual Assessment, but may do so at more frequent intervals and revise the Annual Assessment should circumstances so require. The Founding Developer may elect that the Annual Assessment may be paid monthly, quarterly or in such other intervals it so chooses. Prior to the establishment of property within a District, the Founding Developer may modify the proportional responsibility for Assessments so that the District is responsible for an appropriate share of the Annual Assessment. The due dates for the Annual Assessment shall be established by the Founding Developer (or once elected by the Founding Developer, the Board of Directors).

- 8.4 Special Assessments. In addition to the Annual Assessments authorized by this Master Declaration, the Founding Developer (or once elected by the Founding Developer, the Board of Directors of the Master Association) 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 Founding Developer or the Master Association is specifically responsible for or for such other purposes as the Founding Developer and/or the Board may consider necessary. Prior to the establishment of a Special Assessment, a meeting of the appropriate Owners shall 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. Such Special Assessment shall be charged to the Owners upon a vote in favor thereof by two-thirds (2/3) of the total number of votes eligible to be cast.
- 8.5 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 (or once elected by the Founding Developer, the Board of Directors of the Master 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 Master Declaration. Such assessment shall be borne pro rata, as provided elsewhere herein, by all Owners. The Founding Developer and the Board, as applicable, shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.
- 8.6 Date of Commencement of Assessments. Notwithstanding anything contained herein to the contrary, neither the Founding Developer, an affiliate of the Founding Developer, nor the individual partners comprising the Founding Developer, or the heirs or family members of any partner comprising the Founding Developer shall be required to pay any Assessments due hereunder. Any Lot or District owned by the Founding Developer or the individual partners comprising the Founding Developer shall in no event whatsoever be subject to levy of Assessments, including, without limitation, in the event one or more of the individual partners and/or their heirs own or reside on a Lot(s).

Subject to the foregoing, the 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 Assessment shall be prorated according to the number of months remaining in the calendar year.

- 8.7 Non-Payment of Assessments. Any Assessment, fine, charge or fee levied pursuant to this 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 cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot and/or the District against which such Assessment is levied and shall bind such Lot(s) and property in the hands of the then Owner within such District, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of each Lot or each District and the Owner(s) to pay such Assessment fine, charge or fee levied pursuant to this Master Declaration 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 each District to collect all Assessments due from the Owners in such District and to pay such Assessments to the Master Association. This does not relieve the Owners or the District from their personal obligations to the Master Association for their share of such Assessments.

Any Assessment levied pursuant to this Master Declaration or any installment thereof which is not paid within ten (10) days after it is due may, upon resolution of Founding Developer or the Board, 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 Founding Developer or the Board, subject the Owner obligated to pay the same along with such penalty or "late charge" as the Founding Developer or the Board may fix from time to time. The Founding Developer and the Board may, but shall not be obligated to, bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or the entire District subject to prior Deeds of Trust upon any Lot or any of the Property within said District; in either of which event the Founding Developer or the Master Association may collect from said District and/or Owner interest, costs and reasonable attorneys' fees. No District and/or Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Elements, Common Area or abandonment of the Lot or District. To evidence the lien of any unpaid and delinquent assessments, Founding Developer or Board of Directors of the Master Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the description of Lot and the Owner if known or if applicable, the District and the name of the Representative Member if known. Such a notice shall be signed by Founding Developer or one of the Board of Directors 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, each District, through its Owners and Representative Members, and each Owner of a Lot irrevocably grants the Founding Developer and/or the Board the power to sell the defaulting Lot or take any and all action available for collection of the assessment which the laws of the State of Tennessee allow.

All rights, remedies and privileges granted to the Founding Developer and/or Board pursuant to any terms, provisions and covenants or conditions of the Master Declaration or the Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Master Declaration or the Bylaws or at law or in equity.

- 8.8 Acceleration of Installments. Upon the default in the payment of any one or more installments of any assessment levied pursuant to this Master Declaration, the entire balance may be accelerated at the option of the Founding Developer and/or Board and be declared due and payable in full.
- 8.9 Priority of Lien. The lien established by this Master Declaration shall have preference over any other assessment, liens, judgments or charges of whatever nature, except as limited herein.

- 8.10 Subordination and Deed of Trust Protection. Notwithstanding any other provisions herein to the contrary, the lien of any assessment levied pursuant to this Master Declaration upon any Lot or District 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 upon such interest made in good faith and for value received, 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 Districts, 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 9: TRANSFERS AND TRANSFER FEE

- 9.1 Notice of Transfer. Each Owner shall provide written notice to the Founding Developer and the Master Association in the event of a transfer of a Lot. Such notice shall include, without limitation, the name of the proposed purchaser, date of the proposed transfer, the notice address for the new Owner, the forwarding address of the prior Owner and such other information as may be requested by the Founding Developer or the Master Association. In addition, upon request, each Owner shall update its contact information so that the Founding Developer and the Master Association shall have up to date contact information for all Owners within the Community.
- 9.2 Authority and Right to Collect Transfer Fee. In addition, but subject to the exceptions noted below in this Article, the Founding Developer (or upon Founding Developer's election, the Board of Directors of the Master Association) shall have the right to charge, upon the sale and transfer of title to any Lot in the Community, the Owner a Transfer fee in reasonable amounts which may be prescribed by the Founding Developer (or upon Founding Developer's election, the Board of Directors of the Master Association), which fee, if established, may be subject to annual increases. The Transfer fee may be a flat fee or a percentage of the sale price of the Lot sold (not to exceed 0.5% of the purchase price paid at the time of transfer), all as determined by the Founding Developer (or upon Founding Developer's election, the Board of Directors of the Master Association). Such Transfer fee shall be the personal obligation of the purchasing Owner, and in addition, the Founding Developer and/or the Master Association shall have a lien against the Lot to secure payment of such Transfer fee, if such fee is established.
- 9.3 Purpose of the Transfer Fee. All Transfer fees collected pursuant to this Article shall be paid to The Crossings Foundation, an entity or association established by the Founding Developer, and used for such purposes that The Crossings Foundation deems beneficial to the general good and welfare of the Crossings at Exum Place Community. By way of example and not limitation, such transfer fees might be used to help fund:
- (a) preservation and maintenance of natural areas, or similar conversation areas and historical features, and sponsorship of community programs and activities which contribute to the overall understanding, preservation and appreciation of the natural aspects and history of the Crossings at Exum Place Community.

- (b) programs and activities which serve to promote a sense of community within Crossings at Exum Place, such as recreational leagues, programs, educational events, festivals and holiday celebrations and activities, farmer's markets and recycling programs, seasonal activities, and the promotional, marketing and advertising costs related thereto.
 - (c) social services, community outreach programs and other charitable causes.
 - (d) maintaining a central office for the Founding Developer, association or other Community operations and development efforts, as determined by Founding Developer.
 - (e) Install, incorporate or construct amenities that will serve the overall Community.
- 9.4 Exempt Transfers. No transfer fee shall be imposed or levied upon a transfer of title of a Lot:
- (a) to Founding Developer, its affiliates or the individual partners of the Founding Developer or their respective heirs;
 - (b) to the Owner's estate, heirs, surviving spouse or children upon the death of an Owner;
 - (c) to an entity wholly owned by the Owner; provided that any subsequent sale and transfer of any ownership interest in such entity shall cause the transfer fee to become due; or
 - (d) to an institutional lender pursuant to the foreclosure of a mortgage or deed in lieu of foreclosure.

ARTICLE 10: PROPERTY RIGHTS AND EASEMENTS

- 10.1 Easement to use the Common Areas. Subject to the limitations hereinafter provided, every Owner shall have a right and easement of enjoyment in and to the Common Areas that shall be appurtenant and shall pass with the title to every Lot. The foregoing right shall be subject to and limited by the following:
- (a) Subject to the right of the Founding Developer and/or the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes as are consistent with the purposes as set forth in this Declaration.
 - (b) Limited in that each Owner shall have rights only in those Common Areas for which such Owner shall pay any portion of the Assessments related thereto.
 - (c) Subject to each Owner's responsibility to pay all Assessments, fees, Fines and other charges hereunder assessed by the Board (either annual, emergency or special) against that Owner's lot.
- 10.2 Easement for Ingress and Egress in Gated Portion of the Community. A nonexclusive easement for ingress and egress over and across any and all private roads in the gated Single Family Use area(s) of the Community is hereby granted to the Owners of Lots within such gated areas. All maintenance, repair and replacement costs of such private roads shall be included in the Assessments to be charged to the Owners of Lots within the gated area(s) or other Zones established.

- 10.3 Easement for Roads, Streets, Alleys and Sidewalks If Not Accepted For Dedication. With the exception of the private roads located within the gated areas of the Community (as discussed in the preceding Section), it is anticipated that all other roads, streets and alleyways within the Community will be public rights of way and will be dedicated to the City of Jackson. In the event, for whatever reason, that the City of Jackson does not accept dedication of any road, street or alleyway in the Community, the Founding Developer hereby establishes a nonexclusive easement to all Owners for ingress and egress over and across of any such roads, streets, and alleyways not accepted for dedication in the Community. In such event, the Assessments shall include any and all maintenance costs for the roads, streets and alleyways that are not accepted for dedication by the City of Jackson and shall be allocated in accordance with this Master Declaration.
- 10.4 Drainage and Easement related to Detention and Drainage Facilities. A nonexclusive easement is hereby established upon, under, over, above and across those parts of the Property for the discharge, drainage, use, detention and retention of storm water runoff, and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes, and other apparatus related thereto under and across those portions of the Property and to and from the detention and drainage facilities which may be established from time to time for the Community by Founding Developer ("Detention and Drainage Facilities"). The easement granted herein shall include the right of reasonable ingress and egress with respect to the Detention and Drainage Facilities as may be required to maintain and operate the same. Each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the drainage on their Lot so that the Detention and Drainage Facilities shall operate as designed by Founding Developer.
- 10.5 Easement for Drainage and Erosion Controls. A blanket easement and right is hereby reserved and established in favor of the Founding Developer on, over, under and through the ground within the Community to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements, whether the affected property is Common Area or a Lot owned by any other Owner. The entity that exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founding Developer and shall not be construed to obligate Founding Developer to take any affirmative action to correct conditions.
- 10.6 Easement related to Infrastructure and other Improvements. Notwithstanding the foregoing or anything else contained herein to the contrary, the Founding Developer and/or the Master Association shall have and hereby retain the right, but not the obligation, to create, install, construct, modify, repair, replace and maintain certain forms of infrastructure for the Community that may consist of curbs, streets, service drives, sidewalks, and other hardscape, landscaping, street trees, street lights, irrigation systems, brick pads, benches, bridges, street furniture, walking trails and paths, parks, trash receptacles, drainage facilities, signage, utilities, and any apparatuses related thereto, as well as other improvements not necessarily enumerated above. Said improvements may be installed along the roads or within any Lot or in the Common Area of the Community if deemed necessary or desirable by the Founding Developer and/or the Master Association, in their sole and absolute discretion, for the overall functionality or aesthetics of the Community, but Founding Developer and/or the Master Association shall not be required to install such elements. Continued maintenance, repair and replacement of any of the aforementioned infrastructure or improvements, if and once installed, shall be the responsibility of the Lot Owner if located within said Owner's Lot and/or the portion thereof installed along the frontage of said Owner's Lot within the City of Jackson right-of-way, or the responsibility of the Association if located within the Common Area. Any costs

and expense associated with this right may be reallocated and assessed to all Owners by the Association as an Assessment. An easement is hereby granted to the Founding Developer, the Association and to any construction or management company selected by the Founding Developer or the Association to enter in or cross over the Common Areas or to enter or cross over any Lot to create, install, construct, modify, repair, replace and maintain any of the aforementioned forms of infrastructure or improvements located within any portion of the Community.

- 10.7 Easements for Utilities and Related Purposes. The Founding Developer and/or the Master Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, drainage, slopes, storm drains, regulatory signage, street lights, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Community as may be considered necessary, appropriate or desirable by the Board for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience and/or welfare of the Owners of the lots and the Founding Developer.

Certain underground utility easement(s) are reserved along all the frontage, both sides, and rear of all Lots, and on both sides of the sidelines of all corner lots, as shown on the Master Plan and/or plat(s). Additional easements are reserved on the recorded plat(s), as amended from time to time. Within these easements, no construction of any kind shall be placed or permitted to remain which will in any way damage or interfere with the installation or maintenance of utilities.

- 10.8 Streetscape, Pedestrian, Utility, and Street Maintenance Easements. The term “Streetscape, Pedestrian, Utility and Street Maintenance Easements” shall mean and include all streetscape, medians, pedestrian walkways, utility, and street lights, décor and other elements located adjacent to street rights-of-way, and required pavers and medians in private or public rights-of-way as established by the Founding Developer. It is hereby acknowledged that the City or other governing authorities may require the Founding Developer and/or the Association to maintain the Streetscape, Pedestrian, Utility and Street Maintenance Easements. Accordingly, notwithstanding the foregoing or anything else contained herein to the contrary, the Founding Developer and/or the Association shall have and hereby retain the right, but not the obligation, to create, install, construct, modify, repair, replace and maintain certain forms of Streetscape, Pedestrian, Utility and Street Maintenance Easements. Continued maintenance, repair and replacement of any of the aforementioned Streetscape, Pedestrian, Utility and Street Maintenance Easements, if and once installed, shall be the responsibility of the Founding Developer and/or the Association, but any costs and expense associated with the installation and maintenance of any and all Streetscape, Pedestrian, Utility and Street Maintenance Easements, may be allocated and assessed to all Owners by the Founding Developer and/or the Association as a part of the Assessment levied against a Lot or a District.

- 10.9 Easement to Access and Maintain Entrances, Gates and other Elements. The Founding Developer and/or the Association shall have and hereby retains the right, but not the obligation, to enter all entry features for the Community, gates and gated areas and other Common Elements to the extent necessary to perform its obligations hereunder for continued maintenance, repair and replacement of any of the aforementioned.
- 10.10 General Easement. The Founding Developer, so long as it shall retain record title to any Lot or other tract within the Community or the Common Areas, and the Master Association, reserves the right and easement to the use of the Common Areas and any lot (regardless of ownership) or any portion thereof, as may be needed for repair, maintenance or construction on such lot or any other lot or the Common Areas.

- 10.11 Ingress and Egress for First Responders and Service Providers. An easement is hereby granted to all police, fire protection, ambulance, garbage collection, and U.S. Postal Service employees to enter upon the Common Areas in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents and employees and to any management company selected by the Association to enter in or to cross over the Common Areas and any Lot or tract within the Crossings at Exum Place Community to perform the duties of maintenance and repair of the lot or Common Area as provided herein. Should any utility request a specific easement by separate, recordable instrument, The Founding Developer and the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easements on said property.
- 10.12 Encroachment Easement. An easement for permitted encroachment hereby established for any Improvements constructed in the Common Areas and/or the Streetscape, Pedestrian, Utility and Street Maintenance Easement that encroach on any Lot, whether due to any minor deviation from the Master Plan or the settling or shifting of any land or Improvements.
- 10.13 Easement Maintenance of Common Areas. An easement for ingress, egress, maintenance and improvement over any Lot is hereby reserved by and established by the Founding Developer, at the Founding Developer's discretion and, to the extent reasonably necessary for maintenance of the Common Areas.
- 10.14 Conversion of Street Ends. The Community is intended to follow design principles that allow interconnectivity of streets with neighboring communities. Certain streets on the Master Plan may end at the boundary of the Property so that communities that are developed later may connect with those streets. If the neighboring property is developed in a way that interconnectivity is not possible, or if the Founding Developer deems interconnectivity to be undesirable under the circumstances as they then exist, then the Founding Developer reserves the right to convert the street ends to additional lots or other uses. In addition, the Founding Developer may limit connectivity to pedestrian rather than vehicular access.

ARTICLE 11: GENERAL PROVISIONS

- 11.1 Duration. This Master Declaration and the covenants, restrictions, changes, and liens set out herein shall run with and bind the Property and such additional property as may be added hereto, and shall inure to the benefit of and be enforceable by the Founding Developer, the Master Association, and every Owner of any part of the Community, for a term of fifty (50) years from the date this Master Declaration is recorded, after which time said Master Declaration shall automatically be extended for successive periods of ten (10) years subject to the provisions below.
- 11.2 Termination and Modification.
- (a) The Founding Developer shall have the sole right and power at all times to terminate or modify this Master Declaration with respect to any portion of the Property which the Founding Developer owns.

IN ADDITION, NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE FOUNDING DEVELOPER RESERVES THE RIGHT TO UNILATERALLY AMEND THIS 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 PROPERTY.

- (b) This Master 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 Community or any portion thereof, with the written consent of two-thirds (2/3) of the total eligible votes of the membership of the Master Association voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose for such meeting; provided, however, that so long as the Founding Developer is a Class B Member with the voting power set forth above, no such termination, extension, modification or amendment shall be effective without the written approval of the Founding Developer. 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 Waiver or Invalidation. Any waiver or failure to enforce any provision of this Master Declaration in a particular situation 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 Community. Invalidation by Court adjudication of any provision of this Master Declaration shall not affect the validity of any other provision, and all other provisions thereof shall remain in full force and effect.
- 11.4 Notices. Any notice required or permitted herein shall be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested and shall be directed as follows:
- (a) if intended for a building site owner, to the address of the building site, if improved;
 - (b) if the building Lot is not improved, to the address set forth in the deed or property tax records;
 - (c) if none of the foregoing, to the last known address of the Owner; and,
 - (d) if intended for the Founding Developer, to the address as set forth herein.
 - (e) if intended for a Representative Member, to the address on file with the Master Association.
- 11.5 Constructive Notice and Acceptance. Every person who now, or hereinafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in the instrument by which such person acquired an interest in such Property.

- 11.6 Enforcement. Violation or breach of any covenant, condition or restriction herein contained shall give the Founding Developer and/or the Master Association and/or Owners and/or the Founding Developer, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of this Master Declaration, and to prevent the violation or breach of any of them, and all of the expenses of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of this Master Declaration. Expenses of litigation shall include reasonable attorneys' fees. Notwithstanding the foregoing, the Founding Developer has the absolute right to waive or release a Lot from a particular restriction or covenant, if in the Founding Developer's sole judgment, such a waiver or release is necessary and will not materially damage or diminish the Community. Founding Developer has no obligation to enforce the restrictions or covenants contained herein. Founding Developer, the Master Association, the ARC and/or any Lot owner have the right to enforce this Master Declaration, but no party has the obligation to enforce this Master Declaration.
- 11.7 Fine. The Founding Developer, upon Founding Developer's election, the ARC and/or Board of Directors of the Master Association shall have the right to impose a fine for any one violation of the covenants contained herein. Such a fine shall be in addition to the remedies set forth previously, and shall not restrain the aforementioned entities from taking any or all of the remedies and actions outlined in this Master Declaration. A violation which continues after the provision of written notice shall be treated as a continuous violation and shall result in a per diem fine until the violation ceases. Fines shall be attributable to each Lot and shall be a personal obligation of the Owner and shall be secured by a lien on such Lot at the time they become payable, pursuant to notice given by the Board of Directors by billing or otherwise (whether or not such notice is received by the Owner), and such lien shall also cover interest and any necessary collection expenses, including attorneys' fees, provided, however, that such lien shall be subordinate to real estate taxes and any deed of trust or mortgage to secure a bona fide indebtedness recorded prior to the giving of such notice, or within ten (10) days after receipt of a written acknowledgement from the Master Association that no charges are outstanding against such Property.
- 11.8 Liability of Founding Developer. The Founding Developer, its affiliates and underlying partners of the Founding Developer, and all members of the ARC and/or the Master Association Board of Directors are hereby expressly relieved of any liability to any Owner, and to any other party to the extent permitted by law, for any act of omission or commission in connection with performance of their functions as Founding Developer or such member, except for willful misconduct or act of bad faith.
- 11.9 Severability of Covenants, Conditions and Restrictions. Invalidation of any one or more of the covenants, conditions and restrictions or other provisions herein or hereafter set forth by any judgment or court order shall in no way affect any of the other covenants, conditions and restrictions which shall remain in full force and effect.
- 11.10 Rerecording of Plat. By the acceptance of a deed conveying title to a Lot, the Owner thereof shall be deemed to consent to amendments or modifications of Master Plan, the plats and plans for the Community by the Founding Developer so long as any amendment or modification does not alter the use or change the boundaries of the Owner's Lot, and the Founding Developer may execute any amendment or modification with the joinder of the Owners.

- 11.11 Rules. Founding Developer and upon Founding Developer's election, the Master Association, shall have the right to prescribe rules and regulations for the Community. Upon such establishment, there shall be no violation of any rules which may from time to time be adopted. Founding Developer and upon Founding Developer's election, the Master Association is hereby authorized to adopt such rules and to enforce same by any enforcement provision hereof or as otherwise permitted by law.
- 11.12 Captions. The captions, section numbers and article numbers appearing in this Master 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 Master Declaration.
- 11.13 Effective Date. This Master 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 Eric McAlexander, Trustee of the
Shane Eric McAlexander Trust, Dated February 10, 2010
Its: General Partner

STATE OF TENNESSEE)
COUNTY OF MADISON)

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

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


Notary Public

My Commission expires:

10.22.25



EXHIBIT “A”
to Master Declaration of Covenants, Conditions and Restrictions

DESCRIPTION OF 86.786 Acres
The CROSSINGS at Exum Place – *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 1,531.48 feet** to a point; Thence **south 87 degrees 07 minutes 00 seconds east 323.24 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 corner 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 corner 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 corner 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 **86.786 acres**.

EXHIBIT "A" CONTINUED

The CROSSINGS at Exum Place – South

*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.

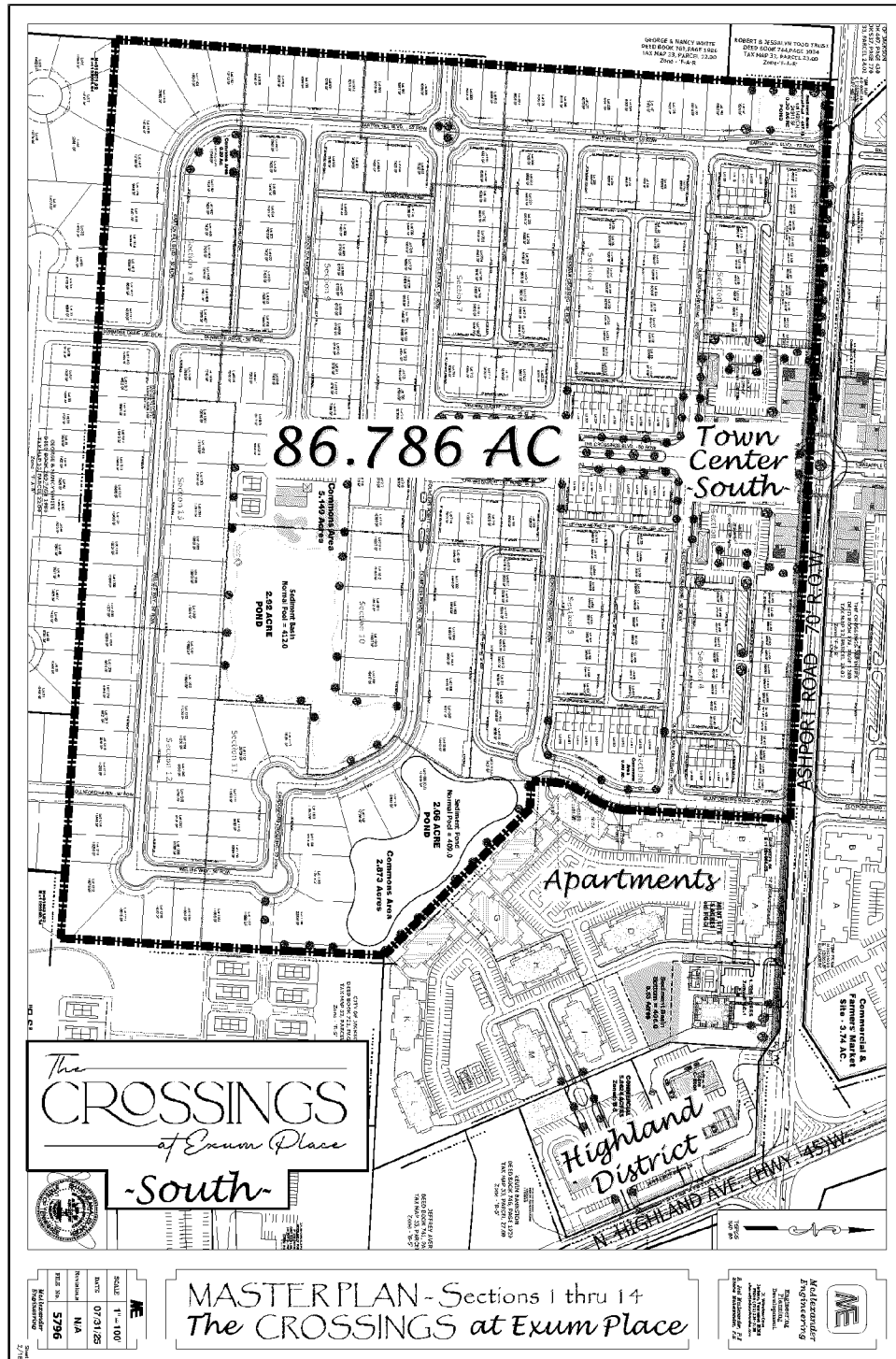
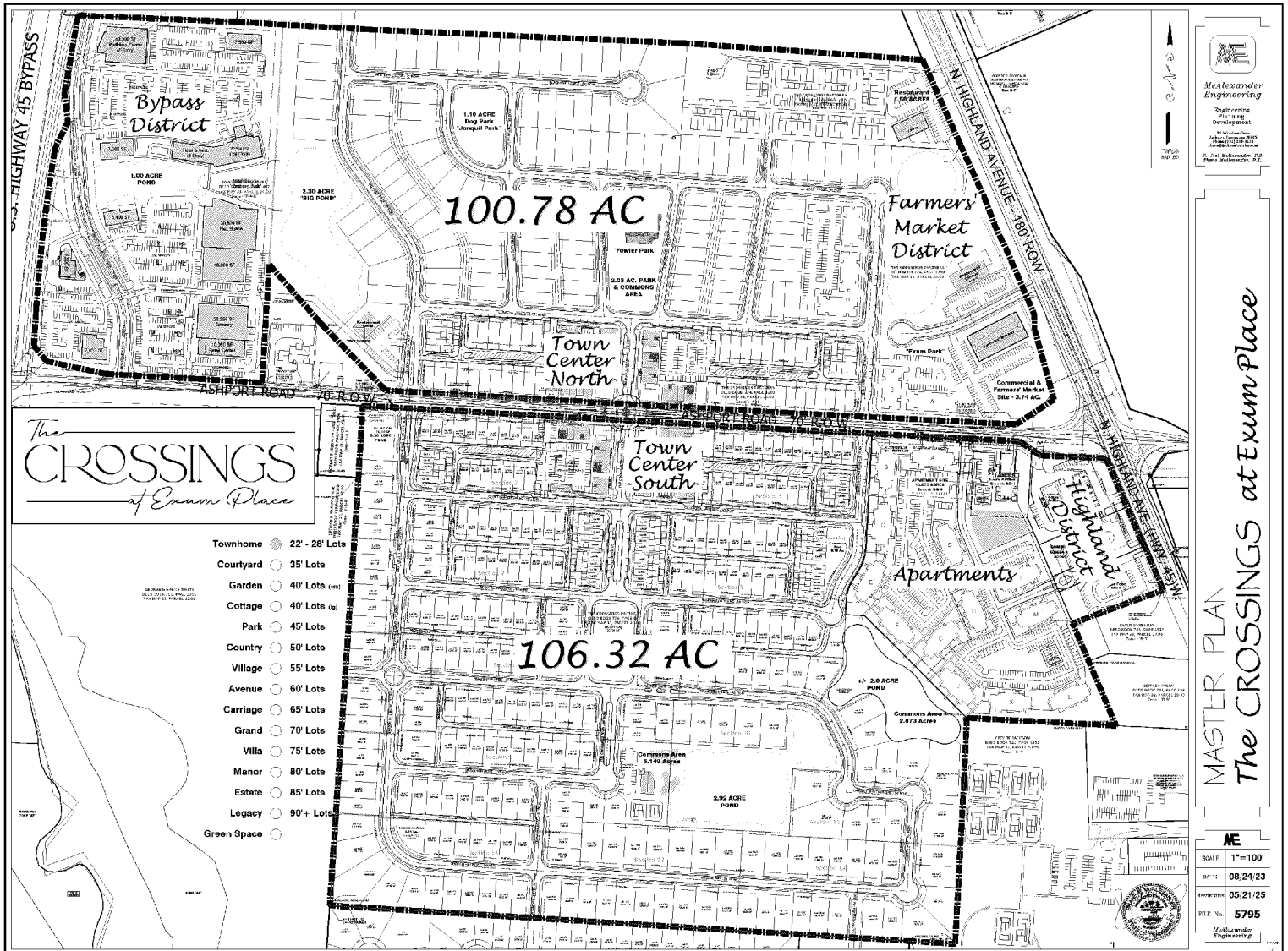


EXHIBIT "B"

to Master Declaration of Covenants, Conditions and Restrictions

*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.

MASTER PLAN



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 August 12 2025



Affiant Signature

Dated: August 12 2025

Sworn to and subscribed before me this the 12th day of August, 2025.



Notary's Signature

My Commission Expires: 10-22-25



BK/PG: T2286/85-111
25008973

27 PGS : RESTRICTIONS	
MARIE RAY 296425 - 25008973	
08/12/2025 - 10:48 AM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	135.00
DP FEE	2.00
REGISTER'S FEE	2.00
TOTAL AMOUNT	139.00

STATE OF TENNESSEE, MADISON COUNTY

ANGIE BYERS
REGISTER OF DEEDS