

Rec #: 945694  
Rec'd: 185.00 Instrument #: 2130446  
State: 0.00  
Clerk: 0.00 Recorded  
Other: 2.00 2/12/2018 at 3:55 PM  
Total: 187.00 in  
Record Book 1648 Pgs 2382-2418

MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR POPLAR GROVE ON PITTS LANE  
A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

This Master Deed and Declaration is made this 9<sup>th</sup> day of February 2018 by Reeves Properties, a Tennessee general partnership (hereinafter called "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the legal title holder of certain real estate located in the County of Rutherford and State of Tennessee, which real estate is more fully described in Exhibit "A" attached hereto. Being the property conveyed to Declarant by deed of record in Record Book 1378, Page 1052, of the Register's Office of Rutherford County, Tennessee; and

WHEREAS, Declarant wishes to enter into this Declaration to establish a horizontal property regime pursuant to Tenn. Code Ann. § 66-27-101 et seq. to benefit the property and provide for the maintenance of certain common elements;

WHEREAS, Declarant intends to and does hereby submit the above described parcel of real estate, together with all holdings, structures, improvements, and other permanent fixtures of whatsoever kind thereon and all rights and privileges belonging or in any way pertaining thereto to the provisions of the Horizontal Property Act of the State of Tennessee as the same may be amended from time to time; and

WHEREAS, Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the property or any part there, and intends that all future owners, occupants, mortgagees, or any other persons hereinafter acquiring any interest in the Property shall hold said interest subject to certain rights, easements, and privileges in, over, and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of homes on the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property.

NOW, THEREFORE, Declarant, as the title holder of the real estate hereinbefore described in Exhibit "A", and for the purposes above set forth, makes the following declarations and submissions as part of this Declaration.

ARTICLE I  
DEFINITIONS

As used herein, unless the context otherwise requires:

Act means the Horizontal Property Act of the State of Tennessee, Tennessee Code Annotated Section 66-27-101, et. seq., as the same may be amended from time to time.

Assessment means that portion of the common expenses which is to be paid by a particular Unit owner.

Association means "Poplar Grove on Pitts Lane Homeowners' Association Inc", a Tennessee nonprofit corporation.

Board means the Board of Directors of the Association.

Buildings shall mean those structures located on the Property and containing the Units.

By-Laws means the By-Laws of the Association attached hereto as Exhibit "C", and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the By-Laws.

Common Elements means all real property and improvements, owned by the Association for the common use and enjoyment of the Owners. Common Elements shall remain undivided and shall not be the subject of an action for partition.

Declaration or Declaration of Covenants means this instrument, by which the Property is submitted to the provisions of the Act, as herein provided, as amended from time to time, including all Exhibits hereto.

Limited Common Elements means all Common Elements contiguous to and serving exclusively a single Unit or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit, or use of which is reserved to the lawful Occupants of such Units either in this Declaration, on the plat or by the Board. Said Limited Common Elements shall include, but shall not be limited to, the following:

- (1) All that portion of the Property needed for ingress and egress to any Unit.
- (2) All other Common Elements and facilities as may be located within the bounds of such Property which serve only one Unit.

Majority or Majority of the Unit Owners means the Owners of more than fifty percent (50%) of the voting rights of the Unit Owners.

Mortgage means a valid recorded first deed of trust securing an indebtedness owed to any individual, lending institution, or any other entity.

Mortgagee means the beneficiary of any deed of trust who has a valid and enforceable security interest in the Property.

Occupant means a person or persons in possession of a Unit. Regardless of whether said person is a Unit Owner.

Parcel or Plat means the plat of survey of the Parcel submitted to the provisions of the Act showing the number and/or letter of each Unit, expressing its area, location, and other data necessary for identification, said Plat of the project is attached hereto as Exhibit "B" recorded herewith and is recorded in Plat Cabinet 41 Page 173 of the Register's Office for Rutherford County, Tennessee.

Private Elements means and includes the land upon which a Unit is located as shown on the Plat for which fee simple ownership and exclusive use is reserved to that Unit only. All Limited Common Elements shall also be deemed to be Private Elements.

Project means the entire Property including all structures thereon.

Property means all the land, property, and space comprising the parcel of real property described in Exhibit "A", and all improvements and structures erected, constructed, or contained therein or thereon, including the Buildings and all easements, rights, and appurtenances belonging thereto, and any furniture, furnishings, fixtures, and equipment intended for the mutual use, benefit or enjoyment of the Unit owners, submitted to the provisions of the Act. The Property is described in Exhibit "A" attached hereto.

Record or Recording refers to the record or recording in the office of the Register of Deeds in Rutherford County, Tennessee.

Unit shall mean a portion of the Property as shown and designated in the Plat for separate ownership and shall include the Private Elements and the residence and improvements now and hereafter located thereon. The Units are identified by a number or alphabetic letter (or combination thereof) on the Plat and may be held and conveyed by reference to such number or letter. Conveyance of a Unit shall automatically convey the undivided membership of each Unit Owner in the Association. Any Unit may be jointly or commonly owned in any state recognized under applicable law.

Unit Owners means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto and shall be deemed the same as a "co-owner" under the Act. The terms "unit owner," "co-owner," and "lot owner" may be used interchangeably herein.

## ARTICLE II SUBMISSION OF THE PROPERTY TO THE ACT

Declarant, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Declaration does hereby submit, and subject the Parcel also known as the Property (Exhibit "A") to the provisions of the Act and hereby establishes a Horizontal Property Regime to be known as Poplar Grove on Pitts Lane.

ARTICLE III  
PLAT

The plat or survey of the Property is attached hereto as Exhibit “B” incorporated herein by reference, and sets forth the numbers, areas, locations, and other data, as required by the Act. It is recorded in Plat Cabinet 41 Page 173 of the Register’s Office for Rutherford County, Tennessee. The plat shown as Exhibit “B” may be amended or modified solely by Declarant by additional surveys and plats showing subdivision of Units or otherwise, subject to the limitations and requirements imposed by the Act.

ARTICLE IV  
UNITS; RESTRICTION ON USE

- a. The legal description of each Unit shall consist of the identifying letter and/or number of such Unit as shown by corresponding unit letter and/or number on the plat as heretofore referenced. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its corresponding Unit identifying letter and/or number as shown on the plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as allowed by the Act, no Unit Owner shall, by deed, plat, court decree, or otherwise, subdivide or in any other manner cause a Unit to be separated into any Units different from the whole Unit as shown on the plat. The aforementioned prohibition on subdividing shall not be applicable to Declarant as to any Unit Declarant may own; however, in exercising such right, Declarant shall be subject to the limitations and requirements imposed by the Act.
- b. A Unit shall be used only in keeping with the zoning use restrictions that may be placed on the Property by the City of Murfreesboro.
- c. No Buildings, as that term is herein defined, shall be erected on the Property, nor shall any construction be commenced thereon, until plans for the exterior design of such Buildings are approved by the Declarant or to whomever Declarant assigns his development rights by written instrument of record in the Register’s Office of Rutherford County, Tennessee. In default of such recorded document, the Association shall have the review and approval authority after all Units are conveyed by Declarant.

Notwithstanding the Development Rights and Special Declarant Rights reserved, this Article IV shall not be subject to amendment unless by unanimous approval of all Unit Owners.

ARTICLE V  
OWNERS’ ASSOCIATION

There has been or will be formed an Association having the name “Poplar Grove on Pitts Lane Homeowners’ Association Inc.” a Tennessee nonprofit corporation, which Association shall be the governing body for all the Unit Owners, subject only to certain Development Rights and Special Declarant Rights herein reserved. The Association shall

oversee the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the Bylaws. The Bylaws for the Association shall be the Bylaws attached to the Declaration as Exhibit "C" and made a part hereof. The Board shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners in accordance with the provisions of the Act, this Declaration and the Bylaws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be thirty-two (32).

#### ARTICLE VI PROPORTIONATE SHARE

1. The title and interest of each owner of a Unit in the common areas and facilities and their proportionate share in the common expenses, as well as the proportionate representation for voting purposes in the Association, shall be set forth in the "By-laws of Poplar Grove on Pitts Lane Homeowners' Association Inc." which are Exhibit "C" to this Declaration.
2. The proportionate representation for voting purposes and proportionate share in the common profits and expenses may be limited or changed in accordance with the amendment provisions of the By-Laws attached hereto as Exhibit "C".
3. Declarant shall retain and vote the share for each Unit until such Unit is sold.
4. The apportionment of the initial construction of the sidewalks along the street is detailed in Note 8 of plat of record in Plat Book 41 at Page 21 of the Register of Deeds for Rutherford County, Tennessee. The Association will maintain the sidewalks thereafter.

#### ARTICLE VII DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS RESERVED

1. Development Rights Reserved to Declarant

Declarant shall have the following Development Rights:

- (a) The right to create Units, Common Elements and Limited Common Elements within the Project provided that in exercising such right, Declarant shall comply with the applicable provisions of the Act.

- (b) The right to allocate Limited Common Elements and expenses thereof to specify Units other than those Limited Common Elements specifically identified in Article I hereof under the definition of Unit.
- (c) The right to amend this Declaration provided that such right is exercised for the specific purpose of equitably re-allocating the percentage of common expenses resulting from the addition or removal of Units.

The exercise of any of the aforesaid Development Rights shall be in compliance with all applicable provisions of the Act.

## 2. Special Declarant Rights Reserved.

Declarant shall have the following Special Declarant Rights:

- (a) The right to complete improvements indicated on plats and plans filed with the Declaration and in accordance with the Act.
- (b) The right to exercise any of the Development Rights as hereinabove stated.
- (c) The right to maintain sales offices, management offices, signs advertising the Project, and sales models pursuant to the Act.
- (d) The right to use easements through the common elements for the purpose of making improvements within the Project or within real estate which may be added to the Project pursuant to the Act.
- (e) The right to appoint or remove any officer of the Association or any master association or any member of the Board of Directors during any period of Declarant control as hereinafter stated.
- (f) The right to make the Project subject to a master association pursuant to the Act.
- (g) The right to appoint or remove any officer of the Association or any master association or any member of the Board of Directors during any period of Declarant Control as hereinafter stated.

The exercise of any of the aforesaid Special Declarant Rights shall be in compliance with all applicable provisions of the Act.

## ARTICLE VIII EASEMENTS

- (1) Easements for Utilities, Etc.

(a) There are hereby reserved unto Declarant so long as the Declarant owns a Unit and thereafter unto the Association, and the successors and assigns of each, access and maintenance Easements upon, across, through, over, and under all of the Property and each of the Units to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining devices that provide utility services, including all sewer, water, power, and telephone, pipes, lines, mains, conduits, transformers, heating or air conditioning systems, ventilation systems, cable television systems, master television antenna systems, satellite television systems, security and similar systems, computer systems, roads, walkways, irrigation systems, drainage systems, lights, light fixtures, appliances, signage, and any and all other appurtenances, equipment or machinery necessary or incidental to the proper functioning of the same which serve the Property, any Unit thereon, or any adjacent property of Declarant, and the improvements thereto, including the right of ingress and egress. No utility service proposed to be installed by a Unit Owner shall be installed unless the Unit Owner shall first have obtained the written approval for such utility service from the Declarant, so long as the Declarant owns a Unit, and thereafter from the Association and the successors and assigns of each. Any such utility service shall be designed to minimize interference with Common Elements and with other Units. Should any governmental agency or utility company finishing one of the foregoing services hereafter request a specific Easement by a separate recordable instrument in connection with the furnishing of any such service, the Declarant, so long as the Declarant owns a Unit and thereafter the Association and the successors and assigns of each, shall have the right to grant such Easement without payment of any consideration and without the prior consent of any Unit Owners. Any damage to a Unit resulting from the use of such Easement by a Unit Owner or by its agents or contractors, shall promptly be repaired by, and at the expense of, the Unit Owner causing the Easement. The use of this Easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Unit Owner or occupant.

(b) In addition to the above provisions, upon the recording of this Declaration, Declarant specifically grants to the local water supplier, electric company, telephone company, cable television company, and natural gas supplier Easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes.

(c) Every Unit Owner shall also have a perpetual non-exclusive Easement to use and maintain all pipes, wires, ducts, cables, conduits and public utility lines which serve the Unit Owner and are located within the boundaries of another Unit.

2. Easements for Maintenance. Perpetual non-exclusive Easements for ingress and egress over, under, across, in and upon the Property (but not so as to interfere with improvements on the Property located in accordance with an approved parcel site plan) reserved by Declarant for the benefit and use of itself and/or the Association, as the case may be, their respective successors and assigns, agents and

employees, to provide reasonable access to Common Areas and enter upon the Properties for the purposes of performing the maintenance and related activities.

3. Easements of Encroachment. There shall be reciprocal appurtenant Easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent units due to the unintentional placement or settling or shifting of the improvement constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a time perpendicular to such boundary. However, in no event shall an Easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of a Unit Owner, occupant, or the Association.

4. Effect of Easements. All Easements provided for in this Article shall run with the land and bind all Unit Owners, their successors, assigns, and successors in title, and the rights, reservations and privileges for the use and benefit of Declarant shall continue until they expire by their terms.

#### ARTICLE IX DECLARANT CONTROL PERIOD

The right of the Declarant in Article VII 2 (g) of this Declaration to appoint or remove any officer of the Association or any master association or any member of the Board of Directors (the “Declarant Control Period”) shall continue in favor of the Declarant as long as Declarant owns at least one (1) of the Units; provided, however, such Declarant Control Period may terminate sooner under the provisions of T.C.A. § 66-27-403 (c) (1) and (d) of the Act, incorporated herein by reference.

#### ARTICLE X PARTITION OR DIVISION PROHIBITED

The common and/or limited common areas and facilities shall remain undivided and no Unit Owner shall bring any action for partition or division.

The undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

#### ARTICLE XI COMPLIANCE

Each Unit Owner shall comply with the provisions of this Declaration, the By-Laws, decisions, and resolutions of the Association or its representatives as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief, plus reasonable attorney’s fees and costs.



ARTICLE XII  
WAIVER OF USE PROHIBITED

No Unit Owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his Unit.

ARTICLE XIII  
PERSONS AND CONVEYANCES SUBJECT HERETO

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Declaration and that the mere acquisition or rental of any of the Units of the project or the mere act of occupancy of any of said Units shall signify that the provisions of this Declaration are accepted and ratified.

Any sale or lease of any Unit shall be subject to the terms and conditions of the Declaration and By-Laws.

ARTICLE XIV  
INSURANCE; DESTRUCTION AND REPAIR

The Board shall have the authority to obtain insurance for the Property, (not to include the Limited Common Elements, Private Elements, additions within, improvements to and decorating of the Units) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Property, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners in direct proportion to said Unit Owner's respective percentage of ownership in the Common elements, as set forth in this Declaration, and for the holders of on his Unit as loss payee, if any. The policy of insurance shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements.

In the event of damage to or destruction of all or any part of the Common Elements as a result of fire or other casualty covered by insurance maintained by the Board pursuant hereto (unless more than two-thirds of such Buildings and Common Elements require reconstruction), the Board shall, in its sole and absolute discretion, determine, and without intervention of any Unit Owner, arrange for the prompt repair and restoration of the damaged portions of Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance proceeds are insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Unit Owners directly affected by the damage, in proportion to each such Unit Owner's percentage of ownership in the Common Elements.

The Board shall not be responsible for the repair, replacement or restoration of any Limited Common Elements, Private Elements, furniture, furnishings, fixtures or equipment installed in the Unit by a Unit Owner or Occupant or any other personal property located on the Property owned by a Unit Owner or Occupant unless insurance thereof is specifically provided for in the insurance policy obtained by the Board. The Board in its sole discretion shall determine which Unit Owners are directly affected by the damage.

Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all Common Elements are destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise agreed upon by the Unit Owners, the insurance proceeds shall be delivered to the Unit Owners or their mortgagees, as their interests may appear, in proportion to the percentage of each Unit Owner in the Common Elements; and the Board, as soon as is reasonably practicable and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon sale, on the terms satisfactory to the Board, and the net proceeds of such sale and of all insurance policies shall thereupon be distributed to the Unit Owners or their mortgagees, as their interest may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Board shall, or if it does not, any Unit Owner or mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board also shall have authority to obtain comprehensive public liability insurance, in such amounts as it deems desirable and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, the mortgagee(s) of Record, if any, the Association, its officers, directors, Board and employees, Declarant and any Managing Agent, from (i) liability in connection with the Common Elements, and (ii) liability arising out of legal proceedings relating to employee contracts to which the Association is a party (to the extent such insurance is reasonably available). The premiums for such insurance shall be a

common expense, however, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner in proportionate amounts corresponding to such Unit Owner's percentage of ownership in the Common Elements. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

The Board in its sole discretion, also shall have authority to and may obtain such other insurance and bonds as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association, from liability arising from the fact that said person is or was director or officer of the Association, or member of any such committee. The premiums for such insurance and bonds shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance for his Unit, Limited Common Elements and Private Elements, exclusively serving his Unit, contents of his own Unit as well as additions and improvements thereto, all decorations, furnishings and personal property therein, and any personal property stored elsewhere on the Property. The insurance policy shall afford, as a minimum protection against loss or damage by fire or other perils normally covered by the "Cause of Loss – Special Form Basis: endorsement, where such is available, and such policy shall be in an amount equal to 100% of current replacement cost of such individual Unit Building and all such alterations, additions, improvements or betterments thereto and any Limited Common Elements serving his Unit. Each Unit Owner shall also obtain his own comprehensive public liability insurance policy insuring each Owner, mortgagee or record, is any, the Association, its officers, directors, Board and employees from liability in connection with such Unit Owner's individual Unit or any Limited Common Element serving his Unit. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for the benefit of all the Unit Owners as part of the common expense, as above provided, said Unit Owner may at his option and expense, obtain additional insurance.

#### ARTICLE XV ASSESSMENTS

- a. Each Unit Owner shall be assessed and pay a percentage of the common expenses of the Association by the Board of the Association. Notwithstanding the foregoing, the Declarant, and Southern Lifestyle Homes LLC, shall be exempt from all assessments, Transfer Fee/Set-Up Fee and Capital Improvement Fee. Other builders who have received title from Declarant shall be exempt from all such assessments only during the six (6) months of ownership beginning with date of deed; however,

subsequent transfer of title shall not relieve the new owner from liability for assessments from date of the new owner's deed forward.

- b. The Association has a lien on each Unit for an assessment levied against such Unit which remains unpaid for a period of thirty (30) days or longer and may file a lien of record in the Register's Office of Rutherford County, Tennessee. Fees, charges, late charges, reasonable attorney fees, fines and interest may be charged and are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment becomes immediately due and payable when the first installment thereof remains unpaid in such manner, and the full amount of the assessment shall constitute a lien from the time of such filing.
- c. A lien under this section is prior to all other liens and encumbrances on a Unit except:
  - (i) Liens and encumbrances (including, but not limited to, a mortgage or deed of trust on the Unit) recorded before the recording of the lien in the Register's Office of Rutherford County, Tennessee; and
  - (ii) liens for real estate taxes and other governmental assessments or charges against the Unit. This Subsection does not affect the priority of mechanics' or materialmen's liens.
- d. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the recording thereof in the Register's Office of Rutherford County.
- e. A judgment, decree or order in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- f. The Association's lien may be foreclosed as a mortgage on real estate pursuant to state or real estate pursuant to state law.
- g. If a holder of a first mortgage or first deed of trust of record, or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a first mortgage or first deed of trust, such purchasers, and its heirs, successors and assigns, shall not be liable for the assessment against such Unit which becomes due prior to acquisition of title to such Unit by such purchaser. Such unpaid assessment shall be deemed to be Common Expenses collectible from all the Unit owners including such purchaser, and its heirs, successors and assigns.
- h. Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.
- i. Within thirty (30) days after adoption of a proposed budget, the Board shall provide a summary of the Budget to each Unit Owner.

- j. The Association upon written request shall furnish to a Unit Owner a statement setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and each Unit Owner.
- k. For any assessment not paid within five (5) days of the date it is due, the Unit Owner shall incur a \$200.00 late fee per each month for which the payment is late, and the outstanding balance owed shall accrue interest at the rate of eighteen percent (18%) per annum.
- l. In the event of default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.
- m. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a unit Owner other than Declarant occurs or on such earlier date as the Board determines.
- n. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use of enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.
- o. The Owner of the Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment.

#### ARTICLE XVI

#### AMENDMENT

This Master Deed and Declaration may be amended by written approval of those holding a majority of the voting rights in the Association, subject to Article IV which supersedes this Article. This Master Deed and Declaration may also be amended unilaterally by Declarant so long as Declarant is the owner of any Units subject to the terms of this instrument.

[The signature is on the next page]

EXECUTED this 9<sup>th</sup> day of February 2018.

DECLARANT

Reeves Properties  
[Signature]  
W. Richard Reeves, Partner

STATE OF TENNESSEE )  
                                  ) :ss  
COUNTY OF RUTHERFORD )

Personally, appeared before me, a Notary Public in and for the state and county aforementioned, W. Richard Reeves, a general partner, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a partner of Reeves Properties, and that he as such executed the foregoing instrument for the purposes therein contained.

[Signature] Witness my ~~hand~~<sup>th</sup> and seal this 12 day of February 2018.

Notary Public  
My Commission expires: 03/23/2021

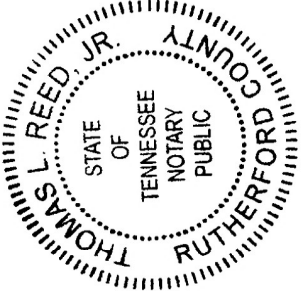


EXHIBIT A

TO

MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR POPLAR GROVE ON PITTS LANE  
A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THE PROPERTY

Being all of Lot 1 Poplar Grove Subdivision as shown on Plat of record in Plat Book 41, page 21, Register's Office of Rutherford County, Tennessee, to which plat reference is made for more complete details regarding said lot.

Being the same property conveyed to Reeves Properties by deed of record in Record Book 1378, page 1052-1054, Register's Office of Rutherford County, Tennessee.

EXHIBIT B  
TO  
MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR POPLAR GROVE ON PITTS LANE  
A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS  
PLAT



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the Owner(s) of the property shown and described hereon and that I (we) hereby adopt this condominium plan with my (our) free consent and establish the private and common elements as shown hereon.

Date 02/09/2018 Owner Reeves Properties, a Tennessee General Partnership

DEED REFERENCE

Being the same property conveyed to Reeves Properties by Special Warranty Deed in Record Book 1378, Page 1052, Registers Office of Rutherford County, Tennessee.

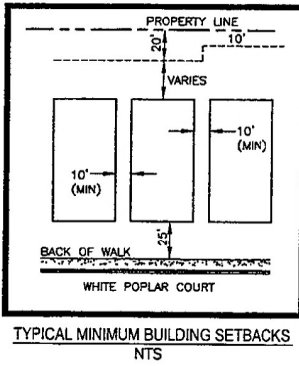
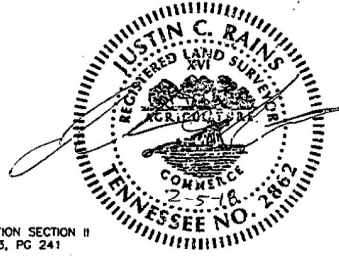
PROPERTY DESCRIPTION

Being the same 32 units as shown on this Master Deed to the Declaration for the Horizontal Property Regime entitled "Poplar Grove" and more particularly described in this document.

CERTIFICATE OF ACCURACY

I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1:10,000 as shown hereon. I also certify that the monuments have been or will be placed as shown hereon to the specifications of the City Engineer.

Date 2/15/18 Registered Surveyor Z862 Tennessee R.L.S. No.



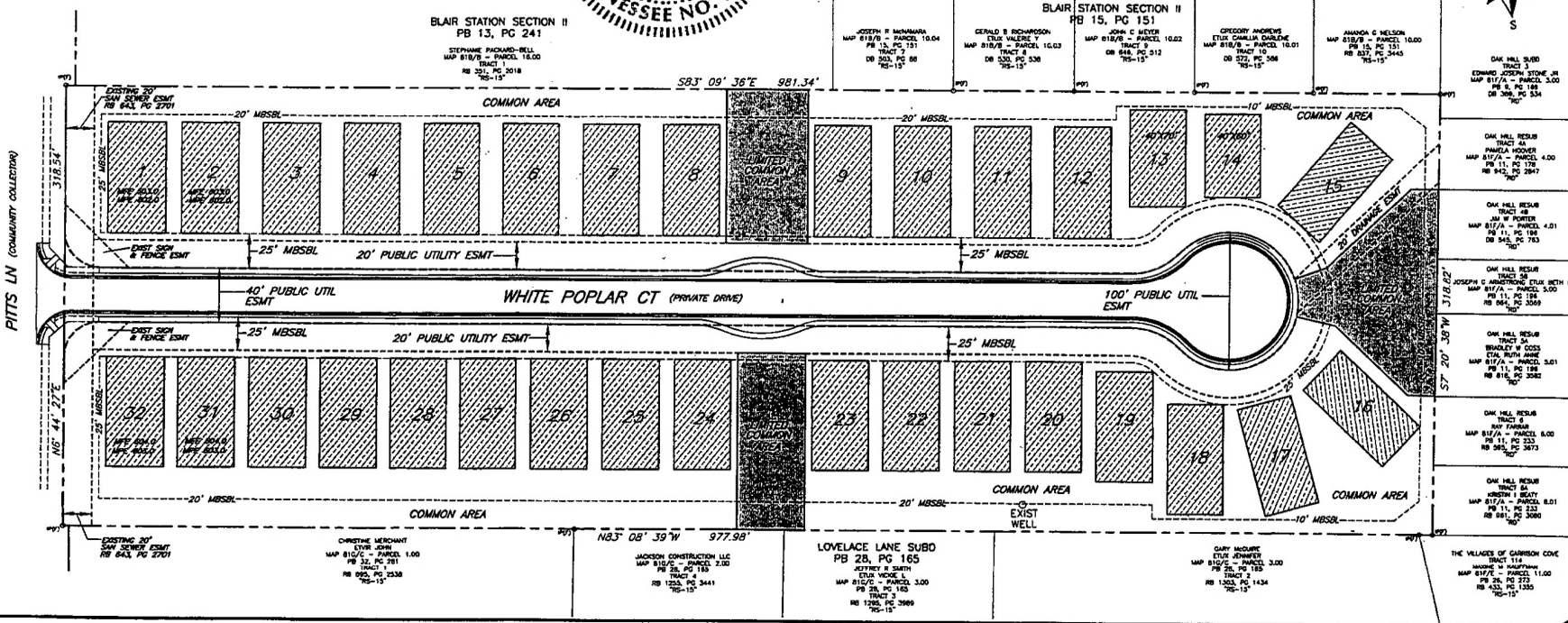
LEGEND

- IRON PIN FOUND
IRON PIN SET WITH CAP
MBSBL BUILDING SETBACK LINE
MFE MINIMUM FLOOR ELEVATION
MPE MINIMUM PAD ELEVATION

NOTES:

- 1. ALL BUILDING AREAS SHOWN AS 1 THROUGH 32 ARE "FEE SIMPLE OWNERSHIP".
2. MFE & MPE ELEVATIONS SHOWN ON BUILDING AREAS 1, 2, 31 & 32 INCLUDES THE MAIN STRUCTURE, GARAGES AND ACCESSORY STRUCTURES.
3. ALL BUILDING SITES ARE 40'x80' EXCEPT SITE NUMBERS 13 & 14, WHICH SIZE IS NOTED ON THE PLAN.

DATE OF RECORDING: 02-09-2018
TIME OF RECORDING:
BOOK 41 PAGE 173



MASTER DEED FOR 32 UNITS
LOT 1 POPLAR GROVE, PAGE
PLAT BOOK, RUTHERFORD COUNTY, TENNESSEE
MURFREESBORO, TENNESSEE

SHEET NO.
1 of 1

Table with columns for REVISIONS, DESCRIPTION, and DATE.

Wiser CONSULTANTS logo and address: 1427 Kensington Square Ct, Murfreesboro, Tennessee 37130.


Table with columns for DATE, DRAWN BY, CHECKED BY, FILE, and PROJECT NO.

POPLAR GROVE ON PITTS LANE  
HORIZONTAL PROPERTY REGIME

CERTIFICATE OF OWNERSHIP

I certify that Reeves Properties, a Tennessee general partnership, is the owner of the property shown and described hereon as **POPLAR GROVE ON PITTS LANE HORIZONTAL PROPERTY REGIME**, and that Reeves Properties hereby adopts this Exhibit "B" with its free consent and establishes the common and private elements as shown hereon.

Reeves Properties



W. Richard Reeves, Partner

Date: 02-12-2018

DEED REFERENCE

Being the same property conveyed to Reeves Properties by deed of record in Record Book 1378, page 1052-1054, Register's Office of Rutherford County, Tennessee.

PROPERTY DESCRIPTION

Being all of Lot 1 Poplar Grove Subdivision as shown on Plat of record in Plat Book 41, page 21, Register's Office of Rutherford County, Tennessee, to which plat reference is made for more complete details regarding said lot.

Being the same property conveyed to Reeves Properties by deed of record in Record Book 1378, page 1052-1054, Register's Office of Rutherford County, Tennessee.

CERTIFICATION OF COMPLIANCE WITH THE HORIZONTAL PROPERTY ACT

I hereby certify that this plat has been prepared in conformance with the Horizontal Property Act, Tennessee Code Annotated Section 66-27-101, et. seq.



Thomas L. Reed, Attorney

Date: 02-12-2018

EXHIBIT C

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, Section 66-27-103. The undersigned, Thomas L. Reed, an attorney licensed to practice law in the State of Tennessee, hereby declares (i) that the Declarant, Reeves Properties, has indicated that all improvements shall be in substantial compliance with local building codes and (ii) that upon proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Horizontal Property Regime under the terms of Tennessee Horizontal Property Act, Tennessee Code Annotated, Section 66-27-103 (b) have been met:

- (1) Master Deed and Declaration of Covenants, Conditions and Restrictions for Poplar Grove on Pitts Lane Horizontal Property Regime with private elements.
- (2) By-Laws of Poplar Grove on Pitts Lane Homeowners' Association Inc.
- (3) Plat for Poplar Grove on Pitts Lane, which plat shows private elements.
- (4) Charter of Poplar Grove on Pitts Lane Homeowners' Association Inc.

Witness my hand ~~this 9th day of February 2018.~~



Thomas L. Reed, Attorney

**EXHIBIT D**

**By-Laws**

**BY-LAWS OF  
POPLAR GROVE ON PITTS LANE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
LOCATION**

The development to be administered under these By-Laws shall be located in Murfreesboro, Rutherford County, Tennessee, and more particularly as shown on the plat recorded in Plat Book 41 at Page 21 Register of Deeds of Rutherford County, Tennessee and the plat filed as Exhibit B of the Master Deed in Plat Book 41 at Page 173 Register of Deeds of Rutherford County, Tennessee and Declaration of Poplar Grove on Pitts Lane (hereinafter referred to as the "Development" or "Project"), and shall be subject to the Tennessee Horizontal Property Act in Tennessee Code Annotated, Section 66-27-101, et seq., and as from time to time amended (the "Act").

**ARTICLE II  
APPLICATION AND ACCEPTANCE**

All present or future owners, tenants, future tenants, or their employees, or any other persons who might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws. The acquisition or rental of any of the Units of the project or occupancy of any of said buildings shall signify that these By-Laws are accepted, ratified, and obligatory.

These By-Laws and each change made in accordance herewith and pursuant to the Declaration and the Act are and shall be covenants running with each Unit and binding on each successive owner, lessee or mortgagee of each Unit in the Project, including properties annexed under this Horizontal Property Regime in accordance with the Declaration submitted simultaneously herewith.

**ARTICLE III  
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

Section 1. Voting. Except for Declarant, each Unit Owner shall have one (1) vote. Declarant shall have five (5) votes for every Unit owned by Reeves Properties.

Section 2. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean those Unit Owners holding over fifty (50%) or more percent of the votes.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

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

**ARTICLE IV  
ADMINISTRATION**

Section 1. Association Responsibilities. The Unit Owners will constitute the Association who will

have the responsibility of administering the project, approving the annual budget, establishing and collecting assessments and arranging for the management of the project. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of voting rights.

In the event that a Unit Owner is a corporation, limited liability company or partnership, ~~then~~ that entity shall designate one of the shareholders, officers or directors, members or partners as that entity's representative and member of the Association.

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

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

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

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

Section 6. Adjourned meetings. If any meeting of the Unit Owners cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of no more than five (5) persons nor less than three (3) persons.

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

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

- (a) Care, upkeep, operation and maintenance of the project and the common areas and facilities and the limited common areas and facilities.
- (b) Collection of assessments from the Unit Owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the limited common areas and facilities.

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

Section 5. Election and Term of Office. At the first annual meeting of the Association one (1) Director shall be elected for a period of one (1) year, one (1) Director shall be elected for a period of two (2) years, and one (1) Director shall be elected for a period of three (3) years so as to stagger the terms of the Directors. Thereafter, as the term of each Director expires his successor shall be elected for a period of one (1) year.

Section 6. Vacancies. Subject to and except for the Special Declarant Rights set forth in the Declaration, vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall take office immediately.

Section 7. Removal of Directors. Subject to and except for the Special Declarant Rights set forth in the Declaration, at any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

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

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

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days' notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice, on the written request of any one (1) Director.

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

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

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall constitute a common expense to be paid by the Association.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the co-owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors affecting the project unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract on behalf of the project. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder, as his interest in the common elements bears to the interest of all the Unit Owners in the common elements. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Development shall provide that the members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all Unit Owners in the common elements.

Section 15. Interim Powers of Declarant. Until the first election and meeting of Directors, Declarant (Reeves Properties) shall be charged with the responsibility of directing the affairs of the Association and in so doing may, but shall not be required to, appoint up to a maximum of three (3) Owners to serve in an advisory capacity. Declarant, in directing the affairs of the Association, shall have all of the powers herein otherwise delegated to the Association.

Additionally, until the election and first meeting of directors or until the Association has sufficient funds, Declarant may expend its own funds toward operating costs for the common expenses of the Association. All such money expended shall be treated as a loan to the Association bearing interest at the New York Prime Rate and payable to Declarant on demand.



## ARTICLE VI OFFICERS

The following Sections of this Article VI are subject to and except for the Special Declarant Rights set forth in the Declaration.

Section 1. Designation. The principal officers of the Association shall be a President, Vice-President and a Secretary/Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint such other officers as in their judgment may be necessary and they need not be members of the Board of Directors.

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

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

Section 4. President. The President shall be the chief executive officer of the Association. Owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall in general, perform all the duties incident to the office of the Secretary. He shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VII ARCHITECTURAL STANDARDS

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

days after submission, the plans shall be deemed approved.

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

## **ARTICLE VIII OBLIGATIONS OF THE UNIT OWNERS**

### **Section 1. Determination of Common Expenses and Fixing of Common Charges:**

(a) **Annual Assessments.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the project, determine the amount of the common charges payable by the Unit Owners to meet the expenses of administration and of maintenance and repair of the common elements, and, in the proper case, of the limited common elements of the property, and any other expenses lawfully agreed upon; and the Board of Directors shall allocate and assess such common charges among the Unit Owners equally. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors, or, at the option of the Board, the insurance may be billed individually, apart from the monthly common expenses. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including, without limitation, an amount for working capital of the project, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Board of Directors shall advise all Unit Owners, promptly in writing, of the amount of common charges payable by each of them and shall furnish copies of each budget on which such common charges are based, to all Unit Owners and their mortgagees, if requested.

(b) **Special Assessments.** In addition to the annual assessment authorized above, the Association may levy in any calendar year, a Special Assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Written notice for any meeting called for the purpose of authorizing a Special Assessment shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting and shall state the purpose of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of such class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the Association has not been organized and the Declarant is acting in lieu of such Association, the above notice requirement is waived.

(c) Transfer/Set-up and Capital Improvement Fees. In addition to the above charges and assessments, each purchaser of a Unit shall be subject to the payment of a Transfer/Set-up Fee and a Capital Improvement Fee as set by the Board from time to time, due and payable at the closing of such Unit. Each prospective purchaser shall be under a duty to have inquired about the amount of such assessment prior to closing, which if not paid shall be a lien on the Unit. Initially the Transfer/Set-Up Fee shall be \$250.00 per Unit and the Capital Improvement Fee shall be \$1,000.00 per Unit.

(d) Declarant/Builder Exemption. Notwithstanding the foregoing, the Declarant, and Southern Lifestyle Homes LLC, shall be exempt from all assessments, Transfer Fee/Set-Up Fee and Capital Improvement Fee. Other builders who have received title from Declarant shall be exempt from all such assessments only during the six (6) months of ownership beginning with date of deed; however, subsequent transfer of title shall not relieve the new owner from liability for assessments from date of the new owner's deed forward.

(e) Effect of Non-payment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per occurrence or highest rate allowed by state law, whichever rate is less, and shall be a lien against the Unit, and shall further be the personal obligation of the person owning the Unit at the time the assessment comes due. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the Unit.

(f) And now, for the purpose of better and more effectually securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and payments thereof, as they become due, and for the consideration of One Dollar paid in cash, receipt of which is acknowledged, the said Unit Owners, their heirs, administrators, successors and assigns, hereinafter referred to as trustors, hereby transfer and convey unto Thomas L. Reed, Jr., Trustee of Rutherford County, Tennessee, his successors and assigns, the real estate hereinbefore described and specifically the property owned by the owner subject to this Declaration, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

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

Now, if trustors shall pay their pro rata share of Common Expenses aforesaid when due, and shall pay any

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

- 1st. To the full and complete satisfaction of the interest of the first mortgage holder, unless arrangements have been made for the assumption of the first mortgage by the subsequent purchaser.
- 2nd. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
- 3rd. To the payment of all taxes which may be unpaid on said premises.
- 4th. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.
- 5th. The residue, if any, will be paid to trustor(s) legally entitled thereto, their order, representatives or assigns.

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

The word "Trustor" when used herein shall apply both singular and plural.

The Board may temporarily suspend the voting rights of an Owner who is in default of payment of any Assessment after notice.

(g) Subordination of the Lien to Mortgages.

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

2. For purposes of this section a sale or transfer of a Unit shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title.

Section 2. Maintenance and Repair.

(a) Association Responsibility. The Association shall maintain and keep in good repair the Common Area shown on the plat of the development including, but not limited to, parks, alleyways, street, street lights (except as provided for in subsection (d) below), sidewalks, and the main entrance.

The Association shall be responsible for additional maintenance which shall include cutting grass and edging to the garage of each unit though same are not part of the Common Area. The Association shall, as well, be responsible for the maintenance of the yards (including cutting of grass, edging and weeding) of each unit even though same are not part of the Common Area; provided, however, that in the event an Owner elects to fence in or otherwise enclose its yard, the maintenance of the yard enclosed therein shall become the responsibility of that Unit Owner.

Additionally, the Association shall be responsible to maintain, repair, and replace, subject to any insurance then in effect, all trees, landscaping and other flora, structures, storm water control, as well as any improvements situated upon the Common Area.

The drainage system shall be maintained by the Declarant or Association until it ties into the City's system in Pitts Lane. All maintenance of roadway elements, including the drainage system, traffic signs, decorative street lighting, and pavement marking shall be the responsibility of Declarant for two (2) years from date the first Unit is sold and closed or until 80% of the Units are closed, whichever is sooner; after which, it shall be the responsibility of the Association. Notwithstanding the foregoing, a Builder or Unit owner shall be responsible to the Declarant or Association for damages resulting from their actions.

(b) Owner's Responsibility. All maintenance of the exterior and interior portions of a Unit;

the land, flora and landscaping within the fenced boundaries of a Unit; those areas within enclosed patios or courtyards; inside and outside walls, roofs, and structural components of a Unit; all patios, decks, balconies and driveways serving only one Unit; and other improvements not maintained by the

Association shall be the sole responsibility of the Owner thereof, who shall maintain said portions of the Unit in a manner consistent with the Declaration, these Bylaws, and such rules and regulations as may be established by the Board of Directors from time to time.

All the repairs of internal installations of the Unit such as water, light, gas, power, sewage, telephones, HVAC systems, sanitary installations, doors, windows and all other accessories belonging to the Unit area shall be at the Unit Owner's expense.

(c) A Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

### Section 3. Use of Units and Internal Changes.

(a) A unit shall be used only in keeping with the zoning use restrictions that may be placed on the Property by the City of Murfreesboro, Tennessee.

(b) A Unit Owner shall not make structural modifications or alterations in his Unit or installations located therein without the written consent of the Association; a Unit Owner may notify the Association in writing through the Management Agency, if any, or through the President of the Association, if no Management Agent is employed, of any proposed modification or alteration. The Association shall have the obligation to answer within fifteen (15) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Right of Entry. A Unit Owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his Unit, whether the Unit Owner is present at the time or not. It is intended that this right of entry shall include the right of the Association to enter a Residential Unit to cure any condition, which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. The Board shall further have the right of inspection and entry in order to perform the duties and obligations of the Board under the Declaration and these Bylaws. In addition, the Declarant, the Association, and their Designees, shall have the right to enter upon a Unit for the purpose of cutting grass, hedges, shrubbery and providing maintenance agreed upon with the Owner thereof. Any repairs made on behalf of a Unit Owner hereunder shall be reimbursed by said Unit Owner.

Section 5. Rules of Conduct. The following rules and regulations shall govern the use of the Common Elements, the Units and Unit Owners, family of the Owners invitees, licensees, lessees and occupants and may be amended at any time by the Board or by the Granter (provided Declarant owns at least one of the Units). Any amendment to the Rules of the Association need not be recorded but shall be appended to the By-laws.

(a) During the Declarant Control Period as set forth in the Declaration, Declarant shall have the right and does hereby reserve to itself an easement over the property to construct and maintain any sign for sale or rent of a Unit; however, no Unit Owner shall post any signs, advertisements or posters of any kind in or on the project except as authorized by the Association or Declarant.

(b) No Unit Owner shall throw garbage or trash outside the disposal installations provided for such purposes inservice areas.

(c) Unit owners agree to abide by the reasonable regulations of the Board of Directors which shall from time to time be promulgated.

(d) Abandoned Personal Property. Personal property, other than vehicles, shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the Property Owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity that will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(e) Animals. No Owner or occupant may keep any pets other than generally recognized household pets on any portion of the Properties. No Owner or occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, without the written Board approval. No pets are allowed on any portion of the Common Elements; provided however, an Owner or Occupant may walk a pet across the Common Elements to enter or exit the Property. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements. Feces left by pets upon the Common Elements must be immediately removed by the person responsible for the pet.

Animals determined in the Board's sole discretion to be dangerous shall not be brought onto or kept on the Property at any time. The Board may require that any pet that, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Property upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet. The Board may remove any pet, which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any other owner, without prior notice to the pet's owner.

Any Owner or occupant who keeps or maintains any pet upon the Property shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet.

(f) Antennas and Satellite Dishes. Unless otherwise approved by the Board, all television antennae, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multichannel multipoint distribution (wireless cable) services must be one (1) meter or less in diameter, must be located to the rear of a Unit (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Elements. In the event such devices are installed outside of these guidelines the Board may take such actions deemed appropriate and within the scope of any law or regulation to cause a correction to be made by the responsible Owner. Further, neither the Association, nor the Board shall be responsible for repairs necessitated by the improper installation of such device on the exterior of any Unit.

(g) Artificial Vegetation. Artificial vegetation is prohibited on the Property.

(h) Clotheslines. Clotheslines are prohibited on the Property.

(i) Common Property. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. There shall be no use of the roofs of the Units by the Owners, their family members, guests, tenants, invitees, agents or contractors. There shall be no gardening or landscaping on the Common Elements by Owners or occupants without the prior written consent of the Board. In the event the Board gives consent to an Owner to landscape the area immediately adjacent to the Owner's Unit, the cost of such and the continued maintenance and upkeep shall be the responsibility of the Owner. However, the Board shall have the power to revoke approval and to take any action the Board seems necessary in the event the landscaping is improperly installed or maintained. This subparagraph shall not apply to Grantor, for so long as either the Declarant shall own a Unit for sale.

(j) Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Property, except original installation required by zoning conditions or perimeter fencing established by Declarant during construction of the development, without first obtaining approval from the ARC or the Board of Directors, which approval may be withheld its sole and absolute discretion.

(k) Flags. The only flags permitted to be flown shall be the American flag or the State of Tennessee flag. All other flags are prohibited. Flag poles must be approved by the Association in writing, in its sole and absolute discretion.

(l) Garages. It is prohibited for an Owner or occupant of a Unit that includes a garage to convert such garage to any other use. No Owner or occupant of a Unit that includes a garage shall park his or her car or other motor vehicle on any portion of the Property, other than in the garage, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage according to its design capacity are already parked in said garage. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. Notwithstanding the foregoing, shall there be permitted more than three (3) vehicles per Unit. In no event shall any vehicle block any sidewalk, and parking on the street shall be strictly prohibited. Guest parking spots will be available on the Property with a maximum parking duration of 72 hours.



(m) Garage and Yard Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board of Directors.

(n) Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) approved lighting as originally installed on a Unit; (2) street lights in conformity with an established street lighting program for the Property.

(o) Parking. Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriffs, Marshals or police officers' vehicles marked as such, are also prohibited from being parked on the Property, except in garages, or designated parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exterior shall be allowed temporarily on the Property during normal business hours for the purpose of serving any Unit or Common Element; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained. The terms of this provision shall not apply to any Unit or any portion of the Property owned by Declarant.

(p) Leaves and Grass Clippings. No Unit Owner shall blow or throw leaves or grass clippings into the street, or take any action that might clog the flow of storm water into and through the brick pavers in the street.

(q) Drainage Plans – for initial lot grading associated with a Unit and any future modifications. Surface drainage shall be generally directed toward the street. Driveways and patios shall be permeable pavers; plans to show design location, size and type. All roof drains and gutter systems will direct runoff for infiltration into the ground. This may be accomplished by draining to the pervious hardscape areas, or to a grass or landscaped area. [NOTE: The City Engineering Department will review and approve drainage plans before a building permit will be issued.]

(r) Driveways and Parking. All driveways and parking areas shall be brick pavers.

(s) Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Property, which would increase the rate of insurance on the Property or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The Units in the Property are built in close proximity to one another, therefore, an Owner or occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and occupant.

Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Property. No Owner or occupant of a Unit may use or allow the use of the Unit or any portion of the Property at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or

cause embarrassment, or discomfort to other Owners or occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner, occupant or agent of such Owner or occupant shall do any work which, in the reasonable opinion of the Association's Board of Directors or its designee, would jeopardize the soundness or safety of the Property or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or occupants of his or her Unit.

(t) Residential Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Property.

(u) Rubbish, Trash and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed in the Common Elements outside the Unit, temporarily or otherwise, except in trash receptacles that are stored within the Unit, except as provided herein. Rubbish, trash, and garbage shall be disposed of in proper receptacles designated by the Board for collection. No such receptacle or rubbish, trash, and garbage shall be placed outside of the Unit more than twelve (12) hours before such items are scheduled to be collected from the Property. All receptacles shall be removed within twelve (12) hours of the time upon which rubbish, trash, and garbage was scheduled to be collected from the Property.

(v) Signs. Except as provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Units, no signs, advertising posters, flyers, political placards or billboards of any kind shall be erected, placed, or permitted or remain on the Property without the prior written consent of the Board or its designee, except that one (1) professional security sign six inches (6") by six inches (6") in size and one for-sale sign not to exceed thirty-six inches (36") by thirty-six inches (36") in size or a sign approved by the ARC, may be displayed from within a Unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(w) Unsightly and Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

(x) Vehicles, Limited Number. A Unit Owner, combined with every tenant and occupant of the Unit, shall be limited to keeping three (3) vehicles on the Property. Unless the number

of vehicles exceeds the capacity of the Owner's garage, each vehicle when not in use must be kept in the garage pursuant to subparagraph (i) of this Section 5. Any vehicles in excess of the Vehicles stored in the garage shall be parked in a parking space as near as possible to that Owner's Unit.

(y) Window Air-Conditioning Units. Window Air-Conditioning Units are prohibited.

(z) Window Treatments. All windows in Units must have window treatments unless approved by the Board. The color of all window treatments visible from the outside of the Unit must be white or off-white. Bed sheets shall not be used as window treatments.

(aa) Leases and Rental Agreements. Any Owner who desires to lease his Unit shall furnish the name of the Lessee to the Association, along with the date the Lessee shall take possession of the Unit. The Leasing Owner shall furnish to the Lessee copies of these Covenants and the By-Laws of the Association. The Owner shall further furnish to the Association a signed copy of the lease along with evidence of proof that the Lessee has seen these Covenants and the By-Laws, and a statement signed by the Lessee that he will abide by all the rules and regulations and duties and obligations therein contained. Nothing contained in this paragraph shall be construed to mean that the duties and obligations of the Owner are in any way diminished or affected by any lease agreement he might execute. If the Lessee breaches any of the Covenants herein contained, the Association retains the right to take immediate and appropriate action against the Lessee, the Owner, or both. At no time may any Unit be leased or rented for a period less than twelve (12) months.

(bb) Landscaping. Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass plantings, and other landscaping upon the Common Area located on the Properties, and, subject to the conditions stated below, on all or any portion of a Unit. Furthermore, the Association shall remove the landscaped areas at least once per year. The Association will also bear the cost of maintenance and repairs to any irrigation systems installed by the Association or the Declarant and will pay the water bill associated therewith. No Owner shall remove, alter, or injure in any way shrubs, trees, grass, plants, or other landscaping placed upon or about his Unit by Declarant or the Association, without first obtaining the written consent of the Board of the Association. Notwithstanding the foregoing, each Owner shall be responsible for maintaining the landscaped areas adjacent to the Owner's Unit and fenced.

No Owner shall permit any plant, tree, shrubbery or other similar item to exist upon any portion of such Owner's Residential Unit that shall damage or create a nuisance on another Unit. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular plant, tree, shrubbery, or other similar item is a nuisance and therefore to be removed from the Properties.

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

(dd) Additional Restrictions. The Board of Directors shall be entitled to invoke

additional rules and regulations from time to time for the operation, use and maintenance of the Properties located within its jurisdiction, including the Units and Common Area, provided such rules and regulations are not inconsistent with the Declaration and these By-Laws.

(ee) Inspection and Enforcement. The Board may establish procedures and policies for inspection of Units and enforcement of existing requirements.

(dd) Basketball Goals, Trampolines and Lawn Accessories. No basketball goals, trampolines, bird baths, frog ponds, decorative banners, lawn sculptures, artificial plants, birdhouses, statues or similar types of accessories are permitted on property associated with any Unit without prior written approval of the Architectural Review Committee.

(ee) Unauthorized Structures. No Unit Owner may construct or place any outbuilding or shed on the Property without the prior written approval of the Association or the Architectural Committee.

(ff) Sidewalks. Sidewalks shall be required on both sides of the streets in the Subdivision. Sidewalks shall be constructed according to the sidewalk specifications of the City of Murfreesboro and in compliance with the Americans with Disabilities Act, with the construction of the house and shall be completed before the construction of the house. It shall be the responsibility of the Builder or Owner of the Unit associated with the Unit as indicated by the attached Sidewalk Exhibit to construct and properly install the portion of the sidewalk which is associated with the Unit in accordance with the specifications of the City of Murfreesboro. If no residence has been constructed on a Unit within two (2) years following the date of the sale of such Unit by Developer to a Builder or Owner, then Developer or the Association may require the Builder or Owner to install the sidewalk by written notice to the Unit Owner or Builder and such installation shall be completed within ninety (90) days after the date of such notice. If the Unit Owner or Builder fails to so install the sidewalk, Developer or Association may install same and collect the cost for such installation, including reasonable attorney's fees, from the Builder or Unit Owner including interest thereon from the date the costs were incurred at the highest rate allowed by law, and same shall be treated as a special assessment. See Note 8 on the plat recorded in Plat Book 41 at Page 21, Register of Deeds for Rutherford County, Tennessee.

#### ARTICLE IX AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by Unit Owners representing over fifty percent (50%) percent of the total voting power of all Units in the project as shown in the Declaration or by Declarant, its successors and assigns, without the joinder or consent of the Association or its members. This instrument may only be amended by the Declarant until all Units have been sold by the Declarant and builders to purchaser(s) unrelated to Declarant and builders who purchased a Unit from Declarant.

Section 2. Voting Power. Voting power of the Unit Owners may be amended by amendment to the Declaration and these By-Laws.

**ARTICLE X  
MORTGAGEES**

Section 1. Notice to Association. A Unit Owner who mortgages his Unit shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a Unit report any unpaid assessments due from the Unit Owner.

**ARTICLE XI  
COMPLIANCE**

These By-Laws are set forth to comply with the requirements of the Tennessee Horizontal Property Regime Act.

THE UNDERSIGNED hereby declares these By-Laws as governing provisions of the Poplar Grove on Pitts Lane Homeowners' Association Inc, and consents to all obligations imposed on the undersigned.

REEVES PROPERTIES

By:  \_\_\_\_\_

W. Richard Reeves

Date: February 9, 2018

*Prepared by  
Ton Reed  
1843 Menard Blvd  
Murfreesboro, TN 37129*