

This instrument prepared by:

John B. Ingleson, Attorney at Law
410 North Front Street
Murfreesboro, Tennessee 37130

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 826492
Rec'd: 35.00 Instrument #: 1964067
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 6/11/2015 at 1:50 PM
Total: 37.00 in
Record Book 1382 Pgs 2074-2080

THE CROSSINGS AT INDIAN HILLS HOMEOWNERS ASSOCIATION

BYLAWS

Whereas, the original Restricted Covenants of The Crossings at Indian Hills Homeowners Association was recorded in Book 643, Page 349, Registers Office of Rutherford County, Tennessee, and WHEREAS, pursuant to Paragraph 9A of the Covenants, the Bylaws may be established by the affirmative vote or consent of the majority of the voting powers of the Board, which is to be designated at the sole discretion of the developer, Decker and Belt Company, LLC.

Therefore, the following shall be the Bylaws of The Crossings at Indian Hills Homeowners Association beginning May 17, 2015 and shall apply to all land, property, and space referred to and designated with the Rutherford County Register of Deeds as The Crossings at Indian Hills. These bylaws are intended to clarify the original Covenants and Restrictions and establish the Board of Directors and their responsibilities.

Article I

Board of Directors

The Board of Directors shall comprise of five (5) Members, each of whom must own one lot in the subdivision and live in the subdivision, and who shall serve and act on behalf of the Homeowners Association. The Board is authorized to enforce the provisions of the restrictions of the Homeowners Association, address changes as issues arise and require action, maintain a budget for the overall maintenance of the neighborhood, and collect fees necessary to conduct the business of the Association. There is no common ground, so the primary function is to enhance the overall appearance of the neighborhood by contracting for lawn and landscaping services and for other services as required; i.e., legal, bookkeeping, billing, and collection of assessed fees. The rules, regulations, and schedule of payments and penalties established by the developer can be changed by a majority vote of the Board of Directors.

The Board of Directors will be assigned a term of 2 to 5 years, and shall rotate off so that continuity of the objectives of the Homeowners Association are maintained. To maintain this stability, the vice-president will replace the president at the end of his term.

President will serve four (4) years

Vice-president will serve five (5) years

Secretary will serve four (4) years

Board member at large will serve three (3) years

Board member at large will serve two (2) years

The Board has the authority to elect members and present them to the Homeowners at the annual meeting for ratification. Any resolution or decision of the Board of Directors may be repealed or superseded by a vote of at least fifty- one percent (51%) of the owners entitled to vote.

Article II

Voting, Majority of Owners, Quorums, Proxies

VOTING: The owner of each property shall have one (1) vote on all matters that come before the membership. The owner must have an established date of ownership and be current on all dues and assessments. Any fees in arrears must be current before voting privileges can be reinstated.

MAJORITY OF OWNERS: The majority of owners shall mean those owners holding at least fifty-one per cent (51%) of the total votes.

QUORUM: The presence in person or by proxy of thirty-five per cent (35%) of owners shall constitute a quorum for the transaction of business.

PROXIES: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the beginning of each meeting. A Proxy shall be a written designation granting a property's voting rights to another qualified property owner. The proxy will be rescinded at the end of the designated meeting.

MAJORITY VOTE: A majority vote at any meeting where a quorum as above defined is present shall be binding on all homeowners.

VOTE TABULATION: Ballots and votes shall be tabulated by the Secretary of the Board and two (2) non-board members of the Association entitled to vote. The tabulation of votes shall be held as a record of the results in the minutes of the meeting.

ARTICLE III

Obligations of the Owners

- A) All owners will submit any and all plans and specifications for any exterior property repair, remodel, additions, or enhancements to the architectural committee for approval before any work is started. All repairs and replacement of roofs, shutters, vinyl siding, eaves and trim, and gutters shall be in conformance with the original plans, specifications, and materials. The architectural committee can provide the necessary information for compliance. If work is started without committee approval, then a daily fee will be charged for each day work is performed until proper approval has been obtained.
- B) In the event of exterior damage, or destruction by fire or destruction to any unit, building or other property which is required to be covered by insurance by a property owner, such owner will repair damages as soon as is practical. These repairs require approval of the architectural committee to ensure compliance with the original design.
- C) Each homeowner shall obtain insurance for fire and extended damage from storms and other casualty occurrences to the extent of the full replacement value. The cost of this insurance is the sole responsibility of each homeowner.
- D) Each homeowner is responsible for routine upkeep and maintenance of vinyl siding, gutters, shutters, driveways, and all outdoor fixtures. All lighting fixtures must be in working order.
- E) Any major alterations, additions, or changes in front landscaping must be approved by the architectural committee.
- F) No noxious or offensive operations shall be conducted or maintained on any property. No activity which may constitute an annoyance or nuisance to the neighborhood shall be conducted.
- G) Only dogs, cats, or other household pets may be kept and housed inside the single family residences. All pets must be contained in accordance with the cities' leash laws. All owners must pick up after their pets when walking them in public places. No pets may be tethered outside without the presence of the owner and that should be only for a very short time. No pets may be kept on the premises for commercial purposes.
- H) No trailer, basement house, tent, garage, barn, or other outbuilding shall be erected or used on any home site. No outbuildings shall be allowed.

- I) No fence shall be constructed without the advanced approval of the architectural committee. Use of hedges, shrubbery, or evergreens as a fence or in lieu of a fence is permitted, provided they shall not be in excess of forty-two (42) inches in height. A plan for planting should be submitted to the architectural committee.
- J) No inoperable or junk automobiles shall be parked on any property. All automobiles shall have a current registration. All property must be kept clean and clear of litter.
- K) All RV's and boats must be stored in the garage. They may be left in the driveway for short periods of time for cleaning, loading, and unloading. All commercial vehicles (business cars, pick-up trucks, or panel vans) must be parked in the driveway, garage, or off site, but commercial box trucks must be parked off site.
- L) No basketball goals or other sports equipment may be located on the property without the expressed approval of the HOA. They may be used during the day, but must be stored indoors at night.
- M) No sign larger than 1ft by 1ft shall be displayed, except for advertising the property for sale or rent. Security signs are permitted as deterrence to crime.
- N) No antennas or satellite dishes shall be erected, used, or maintained without permission from the HOA Board before installation. Absolutely, no antennas or satellite dishes are to be erected in the lawn areas.
- O) Trash receptacles can be placed curbside no sooner than 24 hrs prior to the scheduled pick-up time and must be removed from curbside by the end of the day of pick-up. Trash receptacles should be stored in the garage, if possible, or at the back of the house. The area of storage should be sufficient to ensure that the receptacles remain in the upright position and are as uniform as possible.
- P) All types of lawn equipment, such as wheelbarrows, shovels, rakes, etc. shall be stored in the garage. No equipment shall be stored on the side of the house.
- Q) No parking vehicles in front of the mailbox. Do not block the cul-de-sacs because emergency vehicles need the space to turn around. No parking or turning around in the grass. Do not park on the curbs. Double driveways should have a maximum of four vehicles.
- R) Do not leave water hoses connected to your outside faucet during the winter. This could cause the water line to burst and not start leaking until you turn the hose bib on again in the spring.

- S) Landlords are responsible for the actions of their tenants. Fines may be imposed on owners for violations of the rules and regulations.
- T) Yard art is not permitted.
- U) No lot should be used for any purpose except for the construction and maintenance of a single residential building and no such structure shall be designed or used for more than two families. No subletting of rooms.
- V) The earliest and latest dates holiday decorations may be displayed are as follows:

- Valentine's Day 2/11 – 2/15
- Easter Thursday before to Monday after
- Independence Day 7/1 – 7/6
- Halloween 10/27 – 11/3
- Thanksgiving Tuesday before to Sunday after
- Christmas 12/1 – 1/2

ARTICLE IV

Homeowners Dues

The Board has the authority to assess dues for appropriate maintenance of the lawns, beds, and landscaping needs of the neighborhood. These dues are payable on a quarterly basis. All fees are due by the 15th day of the first month of each quarter. A late fee will be assessed if not paid by the 15th day of the first month and each month thereafter until dues are paid. The Board may increase quarterly dues by 5% annually without a homeowners' vote.

A transfer fee will be charged at closing on all property when sold. It is the responsibility of the seller/owner or their agent to notify the bookkeeper of these changes. The transfer fee is presently \$150.00.

Fines and Penalties

Fines will be charged daily when construction or repairs are initiated without prior approval from the architectural committee.

Fees for collection and attorney fees will be charged when litigation is required to either enforce the By-laws or to collect past due fees and fines.

Fees and/or fines for removal of unsightly garbage, furniture, junk or inoperable automobiles will be charged if the Association is required to intervene in the removal of these things.

If a pet is not kept in accordance with the guidelines, a fine will be assessed for non-compliance. The Association can require that an owner remove their pet from the property and may no longer be allowed to own a pet.

The fee/fine schedule listed below can be modified at the discretion of the Board as required or necessary.

Quarterly dues	\$204 or \$330
Late payment fee	\$50.00 if dues are not paid by the 15 th of the month and \$50.00 each month thereafter until dues are paid.
Property transfer fee	\$150.00
Pet violation fine	\$75.00 per each occurrence
Non-compliance fine	\$100.00 per day
Removal fee/fine	Actual charges plus 10%

ARTICLE V

Rental Property

From the date of filing these Bylaws with the Rutherford County Register of Deeds, a requirement to purchase property in The Crossings at Indian Hills shall be that the new owner must occupy and maintain residence for a period of eighteen (18) months before the property can be used as rental property. It is recognized that the option to rent your property is important, but we do not wish to become an "investment property" neighborhood. The homes in the Association that are presently used as rental property will continue to be allowed with no change until the time that they are sold. All future sales and purchases of property will be solely for the buyer's residential needs, not commercial.

Compliance

In case any of these Bylaws conflict with the provisions of any statute, it is hereby agreed and accepted that the provisions of the statute will control.

The undersigned being the Vice-President of The Crossings at Indian Hills Homeowners Association hereby certifies that the foregoing bylaws were duly adopted by vote as provided in the Restrictive Covenants.

Dated this 17th day of May, 2015.

THE CROSSINGS AT INDIAN HILLS HOMEOWNERS ASSOCIATION

By: *Ernie Colon*

Title: Vice-President

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

On this 17th day of May, 2015, before me personally appeared Ernie Colon, to me known (or proved to me on the basis of satisfactory evidence) to be the Vice-President of The Crossings at Indian Hills Homeowners Association, who executed the foregoing instrument in behalf of The Crossings at Indian Hills Homeowners Association acknowledged that he executed the same as the free act and deed of said The Crossings at Indian Hills Homeowners Association.

Witness my hand, at office, this 17th day of May, 2015.

Betty Irene Ingleson

Notary Public

My commission expires: 1-5-2016



This instrument prepared by:

John B. Ingleson, Attorney at Law
410 North Front Street
Murfreesboro, Tennessee 37130

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1000270
Rec'd: 10.00 Instrument #: 2207480
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 5/24/2019 at 8:05 AM
Total: 12.00 in
Record Book 1775 Pgs 2825-2826

**THE CROSSINGS AT INDIAN HILLS HOMEOWNERS ASSOCIATION
BYLAWS**

AMENDMENT NO. 1

Whereas, the original Restricted Covenants of The Crossings at Indian Hills Homeowners Association was recorded in Book 643, Page 349, Registers Office of Rutherford County, Tennessee, and WHEREAS, pursuant to Paragraph 9A of the Covenants, the Bylaws may be established by the affirmative vote or consent of the majority of the voting powers of the Board, which is to be designated at the sole discretion of the developer, Decker and Belt Company, LLC.

Whereas, the Bylaws were drafted and filed in the Rutherford County Register of Deeds of record in Book 1302, Pages 2074-2080, effective May 17, 2015.

Therefore, at a meeting of the Homeowners Association on May 5, 2019, with a majority of the owners represented, certain amendments to the Bylaws were presented, voted upon and approved as follows:

**ARTICLE III
Section Q**

Section Q is amended to read as follows:

No on-street parking by residents on a regular or overnight basis. Guests may park on the street for only a few hours if there is no space in the driveway or in the garage of the person(s) they are visiting. No on-street parking by residents or guests in front of mailboxes, or blocking trash pick-up, or blocking cul-de-sacs where emergency vehicles require space to turn around. No parking on or straddling the curbs. Double driveways are restricted to four vehicles in total. Fines will be levied against violations.

**ARTICLE IV
Fines and Penalties**

Article IV, Fines and Penalties is amended on page 6 to add the following parking fines. Parking on the street fine is \$50.00 for the first occurrence and \$100.00 for every occurrence thereafter.

ARTICLE V
Rental Property

This Article is amended by deleting eighteen (18) months and inserting twenty-four (24) months.

The undersigned being the President of The Crossings at Indian Hills Homeowners Association hereby certifies that the foregoing Amendments to the Bylaws were duly adopted by a majority of the owners voting at the annual meeting of May 5, 2019.

THE CROSSINGS AT INDIAN HILLS HOMEOWNERS ASSOCIATION

By: Jerome Evans

Title: President

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

On this 22nd day of May, 2019, before me personally appeared Jerome Evans, to me known (or proved to me on the basis of satisfactory evidence) to be the President of The Crossings at Indian Hills Homeowners Association, who executed the foregoing instrument in behalf of The Crossings at Indian Hills Homeowners Association after a majority vote of the owners of The Crossings at Indian Hills, acknowledged that he executed the same as the free act and deed of said The Crossings at Indian Hills Homeowners Association.

Witness my hand, at office, this 22nd day of May, 2019.

Judy Martin
Notary Public

My commission expires: 3/28/22