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STATE OF TENNESSEE)
)
) ss.
COUNTY OF RUTHERFORD)

This Instrument Prepared By:
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Murfreesboro, Tennessee 37130

**RESTRICTIVE COVENANTS APPLYING TO THE CROSSINGS AT INDIAN HILLS
CITY OF MURFREESBORO, ELEVENTH CIVIL DISTRICT
RUTHERFORD COUNTY, TENNESSEE**

The undersigned, Decker & Belt Company, L.L.C., a Tennessee Limited Liability Company, being the owner of all lots in that subdivision known as The Crossings at Indian Hills (all Phases and Sections), according to survey and plat of same initially appearing of record in Plat Book 21, page 60, Plat Book 21, page 100, and Plat Book 21, page 102, all of record in the Register's Office of Rutherford County, Tennessee, to which plat and all future replats of said lots reference is here made, does hereby agree and bind itself, its successors, and assigns that the following restrictions, limitation and covenants shall be binding on all purchasers of said lots Nos: 1-23 in said subdivision as said lots are hereinafter replatted and as hereinafter set forth:

1. Each lot has or shall be subdivided by the owner and/or developers of said lots into two "zero" lot lines designated as "L" (left) and "R" (right).
2. As platted, or to be platted, no lot shall be used for any purpose except for the construction and maintenance of a single residential building, and no such residential structure shall be designed, constructed or used for more than two families. After subdivision into two "zero" lot line lots each subdivided lot shall contain a maximum of one single family structure.
3. Except as hereinabove setforth no lot shall be subdivided, but shall remain as shown on the recorded plat. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdivision into more lots.
4. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood. No animals or livestock of any kind shall be allowed or maintained on any lot, except that dogs, cats, or other

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RUTHERFORD COUNTY, TENNESSEE
Received for recording the 19 day
of FEB, 1999 at 10:35 AM
Notebook 53 page 442
REC. FEE \$ 44.00 RECH162040-001
STATE TAX \$ _____ CHRISSY CAMERON
REG. FEE \$ _____ Deputy Register
COMP. FEE \$ 2.00
RECORDED IN BOOK 643 Page 349
JENNIFER M. GERHART, REGISTER

household pets may be kept and housed inside the single family residences, provided that they are not kept for commercial purposes.

5. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used on any lot for any purpose whatsoever.

6. No building shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat; provided, however, unclosed porches, either covered or uncovered, bay windows, fireplaces, steps, or terraces shall be permitted to extend across setback lines; provided, further, however, that the main structure does not violate the setback line.

7. On all lots no outbuildings shall be constructed. On all lots no fence shall be permitted without first obtaining written permission from the Architectural Review Committee hereinafter established. After full development and construction of homes on all of the lots, the Homeowners' Association to be established as setforth below, shall have the right to approve all new fences.

8. Each Co-owner shall be responsible for safe, clean and attractive maintenance of all lands, buildings, improvements, and landscaped areas on any lot; and all lots must be kept clear and clean of all litter. No material or lumber shall be left on any lot except during actual construction of the dwelling. No inoperable or junk automobiles shall be parked on any lot in said subdivision. All recreational vehicles, including campers, motor homes and boat and equipment shall be stored in the garage and shall not be parked on the street at any time. No basketball goals or other sports equipment maybe located on property without the approval of the Homeowners Association. No newspaper containers are permitted.

9. A. After commencement of the development and construction of homes in the subdivision, Decker & Belt Company, L.L.C., as developer of the subdivision, shall establish and manage a Homeowners Association for the purpose of establishing rules, regulations, schedule of payments, including penalties for late payments, and authority for insuring and providing for the proper maintenance of the yards and other landscaping surrounding the dwelling units constructed on each subdivision lot. These rules, etc. so established by the

developer shall be binding upon all purchasers of lots in the subdivision, their heirs, successors and assigns until such time as the management of the Homeowners Association is vested in the remaining lot owners as hereinafter setforth. At any time after ninety percent (90%) of the construction of single family residential units has been completed the developer shall transfer management of the Homeowners Association to an initial managing committee. The initial managing authority of the Homeowners Association shall be vested in a committee of five persons, each of whom must own at least one lot in the subdivision, and who shall serve and act on behalf of the Homeowners Association until such time as their successors are elected by a majority of the lot owners in said subdivision each lot owner having one vote per lot. The members of the initial managing committee of the Homeowners Association shall be appointed by the developer. The rules, regulations and schedule of payments, including late fees for those not paying on time, established by the developer shall be continued by the initial managing committee and can be changed from time to time by a similar majority vote of the committee or any succeeding managing committee.

B. The Homeowners Association is authorized to enforce the provisions of this Restriction (Paragraph 9) against any individual lot owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate its provisions, including the failure by such person or persons to pay the monthly maintenance fee established by this Restriction. In the event litigation is implemented for the enforcement of this Restriction or for the collection of any maintenance fees due hereunder, the Homeowners Association shall be entitled to recover all costs of collection, late fees, including its reasonable attorney's fees.

C. All sums assessed but unpaid for monthly maintenance fees chargeable to any lot owner shall constitute a lien on such lot superior to all other liens and encumbrances, except only for tax and special assessment liens made by governmental entities on the lot in favor of any assessing governmental entity, and all sums unpaid on a first mortgage or first deed of trust of record, including all

unpaid obligatory sums that may be provided by such encumbrances. To evidence such a lien, the Association or managing agent shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of any accrued interest and late charges thereon, the name of the owner of the lot and a description of the lot. Such notice of lien shall be signed by a member of the Association or by a managing agent on behalf of the Association and shall be recorded in the office of the Register of Deeds in Rutherford County, Tennessee. Such lien shall attach and be effective from the due date of the assessment until all sums with interest and other charges thereon shall have been fully paid. Such lien provided for herein may be enforced by the foreclosure of the lot encumbered by the assessment lien by the Association in a like manner as a mortgage on real property upon the recording of a Notice of Claim thereof. If the lot owner fails to pay said sums of money due, together with the cost of collection, including reasonable attorney's fees, the Association or managing agent is hereby authorized and empowered upon giving 21 days notice, by publication once a week for three consecutive weeks in some newspaper published in Rutherford County, Tennessee, to sell said lot at the east door of the Rutherford County Courthouse in Murfreesboro to the highest bidder for cash and free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived by the lot owner, and the Association through its managing agent is authorized to make a deed to the purchaser. In such proceeding the lot owner shall be required to pay the costs, expenses and reasonable attorney's fee incurred for filing the lien; and in the event of foreclosure proceedings, all additional costs, all expenses, attorney's fees and advertising costs incurred in connection with such proceeding. The lot owner being foreclosed shall be required to pay the Association on the monthly assessment for the lot during the period of foreclosure and the Association shall be entitled to a receiver during foreclosure to collect the same from the defaulting owner or successors to such owner or from profits occurring from the sale of the lot. The Association shall have the power to bid on the lot at foreclosure or other legal sale and to acquire and

hold, lease, mortgage, vote the votes appertain to, convey or otherwise deal with the same.

D. The lien provided for herein shall be subordinate to any first mortgage. Sale or transfer of any lot shall not affect the assessment liens or liens provided for in the preceding sections. However, the sale or transfer of any lot which is subject to any first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to the payment thereof or the payments thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve said lot from liability for any assessment thereafter becoming due or from the lien thereof.

E. For the purposes of this paragraph (a) a sale or transfer of lot or unit shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title. AFTER THE TRANSFER OF A LOT FROM THE DEVELOPER TO AN INITIAL LOT OWNER, EACH SUBSEQUENT OWNER TO THE INITIAL OWNER SHALL PAY AN INITIATION FEE AT THE TIME OF TRANSFER TO THE ASSOCIATION. THE INITIAL AMOUNT OF THIS FEE WILL BE \$50.00. THE AMOUNT OF THIS FEE MAY BE CHANGED BY THE ASSOCIATION AT ANY TIME. NON-PAYMENT OF THIS FEE AT THE TIME OF TRANSFER SHALL GIVE THE ASSOCIATION ALL OF THE RIGHTS OF COLLECTION AND LIEN RIGHTS PROVIDED IN THIS PARAGRAPH 9.

10. The developers of this subdivision, or their assigns, or other lot owners are reserved the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, charging the expense thereof to the owner thereof, which shall become a lien upon the lot upon recordation of notice thereof in the Rutherford County Register's Office.

11. All owners of lots in the subdivision shall submit any and all plans and specifications for residential buildings to be built on said lot, including floor plans, a plot plan and all proposed fences to the Architectural Review Committee for approval. The Architectural Review Committee shall consist of T. Wayne Belt and Daniel B. Decker. In the event any of these members are unable to serve for

any reason whatsoever, then a successor shall be appointed by the remaining members. Approval shall require the unanimous vote of the members of the Architectural Review Committee.

12. No detached garage or other accessory building shall be allowed on any lot except as approved by the unanimous consent of the members of the Architectural Review Committee.

13. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sale period.

14. All utility lines and services in the subdivision shall be underground.

15. No antenna, dish or other device for the transmission or reception for television signals, radio signals or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of any lot, unit or building, unless written permission is first received from the developer of the subdivision permitting the installation of such antenna, dish or other device.

16. Each building owner shall obtain, at his sole expense, fire and extended coverage insurance from an insurance carrier qualified to do business in the State of Tennessee, to the extent of the full replacement value, minus ordinary deductions, of all insurable improvements included within his building, insuring against damage or destruction by fire or other hazard. The cost of such insurance shall be the sole responsibility of each owner.

In the event of damage, or destruction by fire or other casualty to any unit, building or other property which is required to be covered by insurance obtained by an individual owner, such owner shall as soon as practicable rebuild or repair the damaged or destroyed portions of such property in a good and workmanlike manner in conformance with the original plans and specifications for the same.

17. For the purposes of these covenants, any wall which shall be built as a part of the original construction of any home in the subdivision and shall be placed upon the dividing line between any two lots therein shall constitute a "party

wall" and shall meet all requirements of any involved regulatory authority. The following provisions shall apply thereto:

A. To the extent not inconsistent with the provisions of these covenants, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

B. The cost of reasonable repair and maintenance of the party wall shall be shared by the owners who make use of said party wall in proportion to such use.

C. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owner or owners thereafter make use of said party wall, they shall contribute to the cost of restoration thereof in proportion of such use, without prejudice, however, to the right of any such owner or owners to call for a larger contribution from one or more of the other owners under any rule of law regarding liability for negligence or willful acts of omissions. If any party wall user desires that an adjoining unit be rebuilt or restored all such party wall users agree to such rebuilding or restoration to the structure original condition. If the structure is not so restored to its original condition, the structure will be leveled and the low restored to its natural condition.

D. Notwithstanding any other provision of these covenants, any owner who by his negligent or willful act or omission causes a party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

E. The right of any owner to contribution from any other owner under these covenants shall be appurtenant to the land and shall pass to each such owner's successors in title.

F. Each lot in the subdivision shall be subject to a maintenance easement of reasonable width to permit the owner or owners of the adjoining lot who utilize a party wall to properly and adequately repair and maintain said wall; provided, however, that any such adjoining property owner shall not cause

damage to his neighbor as a result of the performance of any such maintenance or repair, shall repair or have repaired any damage so caused, and shall not unreasonably interfere with the use, occupancy or enjoyment by his neighbor of his residence or property in the course of such maintenance or repair.

18. The house built on the lots described herein may have certain eaves, roof overhangs, siding, and other building materials and structures which may be attached to the walls and roof of such house, and which may encroach over or extend into the air space, improvements, fixtures and/or real property located on an adjoining or contiguous lot (herein collective referred to as "Encroachment"). Accordingly, the developer hereby reserves unto itself and its successors in title, including each owner of a house with one or more such Encroachments, a perpetual easement between contiguous or adjoining lots to permit the erection, construction, maintenance, replacement, and repair of each such Encroachment on each such adjoining or contiguous lot. The easements reserved herein shall run with the title to each of the units.

19. There is hereby granted a blanket easement upon, across, over, and under all lots and/or buildings located within Stonetrace Crossing, for ingress, egress, installing, replacing, repairing and maintaining master television antenna systems, security and similar systems, surface water drainage facilities, and all utilities, including by not limited to, water, gas, sewers, telephones and electricity, as well as for the reading of all utility meters pertaining to each unit.

20. Every portion of a unit or building which contributes to the structural support of another unit or building shall be burdened with an easement for structural support, and each unit or building shall also have the right to lateral support which shall be appurtenant to and pass with the title of such unit or building.

21. The developer hereby reserves unto itself, its successors and assigns, the following easements and rights-of-way, in, on, over, under and through all lots, and each unit or building located thereon, for so long as Developer owns any lot, unit, or building primarily for the purpose of sale;

A. For the installation, construction and maintenance of conduits, lines, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

B. For the construction of buildings and related improvements;

C. For the installation, construction and maintenance of storm water drains, public and private sewers, and any other public or quasi-public utility facility;

D. For the use of any sales office, model units or buildings, and parking spaces in connection with its efforts to market units or buildings;

E. For the maintenance of such other facilities and equipment as in the sold discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of units.

22. In the event a dispute arises between adjoining lot owners concerning repair or replacement of any party wall, privacy fence or roof that services more than one lot, then in such event the disputing parties shall each choose one person to arbitrate their dispute and the two persons chosen shall then choose one additional person to act as a third arbitrator. A majority of such persons acting as arbitrators shall decide the dispute between the adjoining lot owners with such decision to be binding on all parties thereto.

23. If any of the provisions of this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby.

24. These protective covenants shall be enforced by any individual lot owner in said subdivision by proceedings at law or in equity against any person or person violating or attempting to violate any covenant either to restrain the violation or to recover damages.

25. No restrictions, condition, obligation or provisions contained in this instrument shall be deemed to have been abrogated or waived by reason of any

failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

26. These restrictions, limitations, covenants, easements, and development standards ("covenants" hereinafter and throughout) are to run with the land and shall be binding upon the owner of each lot and all persons claiming under it for a period of twenty-five (25) years after date, and thereafter, shall be renewed and reinstated for successive periods of ten (10) years each. These covenants may be amended unilaterally at any time and from time to time by developer: (i) if and to the extent such amendment is necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict herewith; (ii) if and to the extent such amendment is necessary to tenable any reputable title insurance company to issue title insurance coverage with respect to any lot, unit, or building subject to these covenants; (iii) if and to the extent such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association for the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lot, units, or buildings subject to these covenants; and/or (iv) if and to the extent such amendment is necessary to enable any governmental agency, such as the Veterans administration, or reputable private mortgage insurance company, to insure mortgage loans on the lots, units or buildings subject to these covenants; provided, however, that any such amendment shall not materially and adversely affect the marketability of the title to any owner's lot, unit or building, unless any such owner so affected thereby shall consent thereto in writing. These covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the owners; provide, however, such amendment by the owners shall not be effective unless also signed by the developer, if the developer is then the owner of any real property subject to these covenants. NO amendment to the provisions of these covenants shall alter, modify, change or rescind any right, title, interest or

