

THIS INSTRUMENT PREPARED BY:
KELLY & SMITH
125 Public Square
Gallatin, Tennessee 37066

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BLEDSOE CROSSING SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made on the date hereinafter set forth by **MODERN DEVELOPMENT GROUP LLC**, Developer of **BLEDSOE CROSSING SUBDIVISION** hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in BLEDSON CROSSING SUBDIVISION, County of Sumner, State of Tennessee, which is more particularly described as follows:

Insert the description here

WHEREAS, Declarant desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of BLEDSON CROSSING SUBDIVISION; and

WHEREAS, the Declarant desires to establish and provide for a system of administration and continual operation and maintenance of the common areas of BLEDSON CROSSING SUBDIVISION and as hereinafter described; and

WHEREAS, Declarant further desires to establish for Declarant’s benefit and for the mutual benefit and advantage of all future owners and occupants of BLEDSON CROSSING SUBDIVISION, or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of BLEDSON CROSSING SUBDIVISION and the maintenance, protection and administration of the commons areas to promote and protect the operative aspects of residence or occupancy in BLEDSON CROSSING SUBDIVISION and on all portions thereof, and are intended to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in all or any portion of the Properties and which shall inure to the benefit of each owner thereof; and

WHEREAS, Declarant is the sole owner of the Properties.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above

shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I Definitions

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit), shall have the following meanings:

(a) “**Association**” shall mean and refer to BLEDSOE CROSSING SUBDIVISION, HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation to be organized and to exist under the laws of the State of Tennessee, its successors and assigns.

(b) “**Board**” shall mean and refer to the Board of Directors of the Association.

(c) “**Building**” shall mean and refer to a single-family residential building which may be built on each lot.

(d) “**By-laws**” shall mean and refer to the by-laws of the Association attached hereto as Exhibit “A” and made a part hereof, and as may be amended from time to time.

(e) “**Common Area**” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to first lot is described as follows:

All plots of land designated on the Plat as Open Space and/or Common Area and generally all of the Property as shown on the Plat.

(f) “**Declarant**” shall mean and refer to MODERN DEVELOPMENT GROUP LLC, a Tennessee limited liability company, principal place of business in Lafayette, Tennessee, its successors and assigns.

(g) “**Declaration**” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions applicable to the Properties and which shall be recorded in the Office of the Register of Deeds for Sumner County, Tennessee.

(h) “**Lot**” shall mean and refer to any plot of land to be used for single-family residential purposes and so designated on the Plat as the same may be amended or revised.

(i) “**Majority of Owners**” shall mean and refer to the holders of more than fifty percent (50%) of the total votes of the Members.

(j) “**Member**” shall mean and refer to any person or persons who shall be an Owner, and as such, shall be a Member of the Association.

(k) “**Mortgage**” shall mean and refer to the holder of a first lien deed of trust encumbering a lot.

(l) “**BLEDSON CROSSING SUBDIVISION**” shall mean and refer to that certain residential community known as BLEDSON CROSSING SUBDIVISION which is being developed on real property now owned by Declarant in Sumner County, Tennessee, and any other property submitted to the Declaration by future development of additional sections of BLEDSON CROSSING SUBDIVISION.

(m) “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any lot which is part of BLEDSON CROSSING SUBDIVISION, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

(n) “**Plat**” shall mean and refer to the Plan of BLEDSON CROSSING SUBDIVISION, of record in Record Book ____, Page ____, Register’s Office for Sumner County, Tennessee, and any amendments or revisions thereto which may be adopted and duly recorded.

(o) “**Person**” shall mean and refer to a natural person, as well as a corporation, limited liability company, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

(p) “**Properties**” shall mean and refer to any and all of that certain real property hereinbefore described or which may be submitted to the Declaration by future development of additions sections as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II
Properties Subject To This Declaration
And Use Of Common Area

Section 1. *Submission of the Properties to Declaration and By-Laws.* The Declarant, as legal title holder in fee of Properties, hereby submits and subjects the Properties to the provisions of this Declaration and By-laws. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each Owner thereof. Every person hereafter acquiring a Lot or any portion of the Properties by acceptance of a deed to any interest in a Lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same shall be bound by the terms, conditions and covenants of this Declaration.

Section 2. *Owner’s Easements of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may

be agreed to by the Members. No such dedication or transfer shall be effective until any instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded in the Register's Office for Sumner County, Tennessee.

Section 3. *Delegation of Use.* Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on a Lot.

ARTICLE III Membership

Section 1. *Members.* Every person or entity who is an owner of any Lot which is included in the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership or any Lot.

Section 2. *Classes of Membership.* The Association shall have two classes of membership:

(a) Class A. Class A Members shall be all Owners except for Declarant prior to termination of Class B membership. If, however, Declarant owns one or more Lots after the termination of Class B membership, then Declarant shall become a Class A Member.

(b) Class B. The Class B membership shall be the Declarant, its successors or assigns. The Class B membership shall terminate and cease upon the first to occur of (i) the specific written termination by Declarant, (ii) when ninety percent (90%) of the Lots have been sold from the builders thereof to ultimate homeowners in all sections of BLEDSOE CROSSING SUBDIVISION or (iii) July 1, 2026.

Section 3. *Class A Voting.* Class A Members shall be entitled to one vote for each Lot owned. The vote for any one Lot owned by more than one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Lot be cast separately, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. *Class B Voting.* Class B Voting. Until the termination of Class B membership, the Class B Member shall have three votes for each Lot owned.

ARTICLE IV Assessments

Section 1. *Creation of Lien and Personal Obligation for Assessments.* Each Owner of any Lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these restrictions and promised to pay the Association both annual assessments and charges and special assessments, such assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment. Each such assessment, together with such interest thereon and costs of collection therefore as are hereinafter provided, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a

Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. For the improvement, maintenance, operation and security of the Common Area, including, but not limited to, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. At the option of the Association, annual assessments may be used to provide supplemental landscaping maintenance within Lots and to provide garbage and trash collection and disposal if needed to supplement that provided by public authority. Further, the Association may require annual assessments to be paid in equal monthly, quarterly or annual installments.

Section 2. Maximum Annual Assessment. The maximum annual assessment for calendar year 2018 shall be \$_____ for each Lot, fractions of calendar years to be computed and prorated equitably, at the same uniform rate for the calendar year 2018. Thereafter, maximum annual assessments shall be determined by the Association as follows:

(a) From and after 2018, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after 2018, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at the annual meeting or a special meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3. Special Assessments. In addition to the annual assessments hereinabove authorized, the Association will levy special assessments for the purpose of defraying, in sole or in part, the cost of any construction or reconstruction, improvements; provided, however, that any such special assessment Members present and voting in person or by proxy in each class of membership at the annual meeting or a special meeting duly called for this purpose. Special assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such assessment.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 or at which such action may be taken shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting thirty (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all occupied Lots. All initially unoccupied Lots shall be assessed at twenty-five percent (25%) of the assessment for occupied Lots. The full assessment for occupied Lots shall be prorated and due on the first day of the month following the first occupancy of a residence on any Lot and thereafter at the full assessment rate regardless of occupancy.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots in the first day of the first month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months the amount of the annual assessment against each Lot at least

thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors.

Section 7. Records of Assessment. The Association shall cause to be maintained in the office of the Association a record of all Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of each assessment shall be mailed to every Owner of the Lot subject to assessment. The Association shall, upon demand and payment of a reasonable charge, furnished to any owner a certificate in writing signed by an officer of the Association setting forth whether the assessments against the Owner's Lot have been paid, and if not, the amount due and owing. Absent manifest error, such certificates shall be conclusive as evidence for the third parties as to the status of assessments against such Lot.

Section 8. Effect of Non-Payment of Assessment or Other Charges. If any annual, quarterly or monthly assessment or any special assessment is not paid on the date when due, or if any sum or charge agreed to paid by Owners in this Declaration is not paid when due, then such assessment, sum or charge shall be delinquent and shall accrue interest thereon at the highest rate permissible under the laws of the State of Tennessee, after the date due. If such assessment, sum or charge is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally and/or foreclose the lien against the Lot by court action or trustee's sale, as hereinafter provided, and there shall be added to the amount of such assessment, sum or charge all reasonable attorney's fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as indicated above.

Section 9. Enforcement of Lien by Trustee's Sale. For and in consideration of the privileges and protections granted herein, and for the express purpose of securing the payment of the assessments, other sums and charges described in Section 8 above; rendering unnecessary court proceedings for the enforcement of the lien described in Sections 1 and 8 above, each Owner accepting a deed to a Lot, for his heirs, administrators, successors and assigns, does hereby transfer and convey unto Marcus Smith, Trustee, his successors and assigns, each such Lot deeded to such Owner, with the appurtenances, estate, title and interest thereto belonging, unto the Trustee for the following uses in trust:

Said Owners agree to pay all assessments, sums and charges when due and upon demand of said Trustee or the Association, to pay, discharge or remove any and all liens (except a first mortgage or deed of trust lien) which may be hereinafter placed against said Owner's Lot which shall adversely affect the lien granted herein, and in case the Trustee or his/her successors or the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said Lot or the lien granted herein, or appear in any court to prove said indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Owner upon demand of the Trustee or Association, and upon failure to do any of these things then said Trustee or Association may do any or all of said things, and the amounts so paid shall bear interest from the date of payment at the highest rate then permitted by the laws of the State of Tennessee, and shall be and become a part of the indebtedness secured hereby.

If said assessments, sums or charges, or interest thereon, are not paid promptly when due or within any period of cure allowed above, or if after said Owner(s) fail(s) to pay any other sums due as above provided, or further, fail to reimburse the Trustee or Association with thirty (30) days from the date of Trustee's or Associations's payment of such sums, this trust conveyance shall remain in full force and effect, and the said Trustee or his/her successor in trust is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper,

daily or weekly published in Sumner County, Tennessee, to sell said Lot at the front door of public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived; and the said Trustee or his/her successor in trust is authorized and empowered to execute and deliver a deed to the purchaser at such foreclosure sale. 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 the above described indebtednesses enter and take possession fo said Lot and shall only account for the net rents actually received by him. It is further agreed that in the event the Trustee fails, before selling said Lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him/her by the Trustee of a deed for said Lot. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

- (a) To the payments 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 the account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
- (b) To the payment of all taxes which may be unpaid on said premises.
- (c) To the payment of all unpaid indebtedness herein secured.
- (d) The residue, if any, to be paid to said Owners, their order, or to their representatives or assigns.

In the event of the death, absence, inability or refusal to act of said Trustee at any time when action of the foregoing powers and trusts may be authorized, or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor in trust to execute this trust by an instrument in writing to be recorded in the Register's Office for Sumner County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said successor. The Trustee is authorized to appoint an attorney-in-fact to conduct in his/her stead and on his/her behalf and with the same power possessed by said Trustee as granted herein, any and all foreclosure sales authorized above.

The lien described in this Section and in Sections 1 and 8 above shall be subordinate to the lien of a recorded first mortgage or deed of trust encumbering any such Lot or portion of a Lot. Provided, however, in the event the holder or owner of such mortgage or first deed of trust becomes the Owner of such Lot after foreclosure thereof or a thirty party purchases such Lot after foreclosure thereof, any such purchaser shall become subject to the lien reserved herein for the purpose of security all assessments becoming due from and after the date such purchaser accepts a deed to said Lot or enters into possession of said Lot, whichever shall first occur.

ARTICLE V

Building Restrictions

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desire tone of the community, and thereby to secure to Lot owner the full benefit and enjoyment of his/her home and/or tract of land, with no greater restriction upon the free and undisturbed use of the Lot than is necessary to insure the same advantage to the other Lot Owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

Section 1. All lots in this tract shall be used and occupied for residential purposes only. No type of commercial business whether it be for retail, wholesale, manufacturing, sales, short term rental shall be allowed under any circumstances.

Section 2. No lots shall be subdivided, altered, or changed so as to produce less area than hereby established, unless otherwise approved by the Sumner County Regional Planning Commission and the Homeowner Association of Bledsoe Crossing Homeowners Association, Inc.. Under no condition shall such lot or lots be made to produce less area than prescribed by these restrictive covenants and not more than one (1) residential building may be constructed or maintained on any one (1) lot.

Section 3. No Lot shall be used for access to any property which is not a part of BLEDSOE CROSSING SUBDIVISION.

Section 4. No trailer, mobile home, tent, shack, garage, below ground level basement home, barn or other outbuilding or any structure of a temporary nature shall erected or moved onto any lot to be used as a residence, either temporary or permanent. No structure of any kind except a dwelling house may be occupied as a residence. No dwelling which was located on any other real property or tract shall be moved onto any lot. No trailer, manufactured home, or modular dwellings, buildings and/or structures can be moved onto or constructed on any lot to be used as a residence, either temporary or permanent, or to be stored. No structure of any kind except a dwelling house may be occupied as a residence. One recreational vehicle trailer shall be allowed to be stored on a lot, but it cannot be used as a resident or permanently connected to any electrical service or water or sewer service.

Section 5. Boats, trailer, jet skies, recreational vehicles and camping trailers may be parked on lots provided they are licensed, but they must be kept behind the house in an enclosed area or in a garage and must not be visible from neighboring lots, streets, roads or open areas. All recreational vehicles and camping trailers are to be licensed and must be less than forty (40) feet long.

Section 6. No motorcycles, motorbikes, motor scooters, trail bikes, go-carts or other motorized vehicle of any type without a muffler or mufflers shall be permitted to be operated within Bledsoe Crossing Subdivision.

Section 7. All residential structures must be erected of brick, stone, hardie board, vinyl or barn metal tin siding. There shall be no exposed concrete block.

Section 8. All buildings or structures of any kind constructed on any lot shall have full brick, stone or textured block foundations, and no blocks, concrete or plastered foundations shall be exposed to the exterior above grave.

Section 9. All single family dwelling residences erected on any lot, as shown on said plat, shall have a minimum square footage of heating living area, exclusive of any garage, terraces, basements, breeze ways, covered walkways as follows:

- (a) One level floor plan with attached garage - 1200 sq. ft.;
- (b) Split level floor plan - 1500 sq. ft.; and
- (c) Two story floor plan - 1500 sq. ft.

All blueprints/building plans need to be approved by the Owners of the Subdivision or the BLEDSOE CROSSING HOMEOWNERS ASSOCIATION, INC.

Section 10. No used building materials shall be placed on any Lot or site except for purposes related to forming, scaffolding or layout work on structures on said Lot(s), excepting unpainted clay, brick and/or stone; provided, however, that such may be there under limited conditions with the express permission of said owners in writing.

Section 11. No building shall be constructed or maintained on any lot nearer the front of the Lot than the set-back line, as shown on the recorded plan; provided, open porches, either covered or uncovered, bay windows, steps or terraces, shall be permitted to extend in front of the set-back line, so long as the remaining portion of the structure does not violate the set-back line. Sideline set-backs shall total not less than ten (10) feet on each side. The rear yard-line set-back shall be a minimum of twenty (20) feet, and the front set-back shall be not less than thirty (30) feet. Any variation from these restrictions are to be approved by the above mentioned Owners.

Section 12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of the driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line maintained at a sufficient height to prevent obstruction of such sight lines, and the contrary herein notwithstanding, no fence or wall shall be located any closer to the street than the minimum building set-back line of thirty (30) feet. No wire or chain link (other than a black chain link) fences will be allowed.

Section 13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, or any other substance, shall be erected, maintained or permitted upon any lot.

Section 14. No vehicle of any type including but not limited to boats and similar watercraft shall be dismantled for repair or painting on any Lot or site except where the same vehicle can be carried out, inside of a garage or basement, and no boat or watercraft shall be stored on any Lot or site without appropriate screening of the area.

Section 15. A perpetual easement is reserved on each Lot, as shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, sewer, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

Section 16. All driveways on any Lot shall be of asphalt, concrete material or covered gravel in concrete (such as brown pee gravel in concrete), commonly referred as an aggregate concrete.

Section 17. All mailboxes in the Subdivision shall be constructed of brick, wrought iron, stone or vinyl. No wooden mailboxes shall be allowed.

Section 18. No poultry, livestock or animals shall be allowed or maintained on any Lot at any time; provided, however, that this restriction shall not preclude the keeping of dogs, cats, or other household pets as long as they are restricted to the perimeter of the lot. The raising or keeping

of dogs, cats or other animals for commercial purposes is expressly prohibited. Any dog kennel or other house used for animals shall be screened from view by hedges or other shrubbery or evergreens or fences of the proper type and shall be located to the rear of the residence. Dogs who bark incessantly will be considered a nuisance and may be subject to removal by the Homeowners Association after a hearing on the complaint. No Owner is permitted to keep horses or cattle on any Lot in this section of the Subdivision.

Section 19. No outside radio or television antennas are allowed. Only small satellite dishes can be placed on any Lot provided that it is erected to the side or rear of the house.

No clothes lines shall be allowed on the lot.

Section 20. Vegetable gardens will be allowed in the general landscaping of each Lot to the rear of any house located on said Lot.

Section 21. No sign of any advertising nature shall be permitted on any Lot or building excepting "For Sale" signs.

Section 22. All tracts shall be kept mowed by the Owner to such an extent that same will be in keeping with remainder of the tracts and no premises shall be allowed to become unsightly in any way of manner.

Section 23. The right is expressly reserved to Declarant, its successors and assigns to construct all streets, roads, alleys or other public ways as now, or hereafter may be, shown on Plan of Subdivision, at such grades or elevations as Declarant in its sole discretion may deem proper, and for the purpose of constructing such streets, roads, alleys or public ways. Declarant shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes in accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads; and no Owner of any Lot in this Subdivision shall have any right of action or claim for such damages against anyone on account of the grade or elevation at which such road, street, alley or public way hereafter constructed, or on account of the bank slopes constructed with the limits of the said ten (10) foot easement.

Section 24. Easements for installation and maintenance of utilities and drainage facilities and entry signs are reserved as shown on the recorded plat. All utilities, electricity, sewer, water and gas where available to each Lot, must be run and maintained underground from the street to the residence without exception.

Section 25. Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening, and widening storm drains and open ditches.

Section 26. In order to implement effective appearances, insect, reptile and woods' fire control, Declarant reserves for itself, its successors or assigns, the right to enter upon any residential Lot on which a residence has not been constructed, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of Declarant detracts from the overall beauty, setting and safety of BLEDSOE CROSSING SUBDIVISION. The cost of such shall be paid by the Owner of the Lot. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant or its agent may enter upon any Lot to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed; however, as an obligation on the

part of Declarant to mow, clear, cut or prune any Lot or to provide garbage or trash removal services.

Section 27. No illegal use of any kind shall be made of or carried on upon any Lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood. No buses, trucks (larger than a one (1) ton single axle with pickup bed), or other customary private passenger vehicles shall be parked on any Lot or on a street at any time in the subdivision. The exception shall be for delivery of construction materials, delivery of personal property or moving into or out of any dwelling. There shall be no automobile parked on any Lot unless licensed and in use.

Section 28. No immoral, improper, offensive, or unlawful use shall be made on any Lot, nor any part of any Lot, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 29. Fences may be vinyl, rock, brick, stone or black chain link. No fences shall be around the front yard. If having a finished and unfinished side, the unfinished side must be facing the house installing the fence. No trees, shrubs or hedges may be used in any front yard to be used as a screen from neighbors. All fences must be located on the property line or at least 6 feet from the property line to allow access for mowing.

Section 30. Any construction commences on a lot shall be completed within one year of the issuance of the building permit.

If any structure located on the lot is destroyed by fire or other natural disaster, the said structure must be repaired or rebuilt within six months of said disaster or in the alternative the remains of said structure must be cleaned up and removed from the lot within six months of said disaster. The lot is to be seeded, strawed and mowed until rebuilt or sold.

Section 31. Lot owners are allowed to have below ground pools as long as the pool has a security fence capable of being locked around the perimeter of the pool. Above ground pools are permitted but must have a privacy fence around the perimeter of the pool so it can not be seen by the neighbors.

Section 32. All roof pitches must be a minimum, of a 6/12 pitch.

ARTICLE VI Easements

Section 1. General. Until termination of the Class B membership. Declarant reserves an easement for ingress and egress generally across the Properties at reasonable places on the Properties and the various Lots for the purpose of completing Declarant's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.

Section 2. Emergency. There is hereby reserved without assent or permit a general easement to all policemen, security guards employed by Declarant and/or the Association, firemen, ambulance personnel, garbage collectors, mailmen, utility personnel, delivery service personnel and all similar persons to enter upon the Properties or any portion thereof which performance of their respective duties, included in the persons designated to have access to the Properties are all police and fire officers of the City of Gallatin and Sumner County, Tennessee.

Section 3. Easements Shown on the Plat. The Plat contains certain designated easements for landscaping roads, ingress and egress, utilities and drainage. The easements so designated on the Plat encumber the Lots as shown on the Plat, and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all Owners of Lots in BLEDSOE CROSSING SUBDIVISION and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action which might in any way prohibit or limit the use in common by all Owners of said easements. However, use of the easements and Common Area shall be subject to and governed by the provisions of this Declaration and the By-laws, rules and regulations of BLEDSOE CROSSING SUBDIVISION.

Section 4. Easement for the construction and maintenance of entrance to BLEDSOE CROSSING SUBDIVISION. There shall an easement reserved on lots 1 and 33 for the construction and maintenance of subdivision entrance. It shall be the responsibility of the Homeowner's Association to maintain the improvements and landscaping at said entrance and the Homeowner's Association shall have the right of access to the easement for that purpose.

Section 5. Easement for access to maintain and inspect the retention areas. There shall be an easement for retention areas as shown on the plat for the subdivision on lots 4 and 5. The Homeowner's Association shall have the responsibility for the maintenance, repair and inspection for said retention areas. Any costs and fees associated with the inspection and maintenance shall be the responsibility of the Homeowner's Association. The owners of said lots 4 & 5 shall grant access to the retention areas for the purposes stated above.

Section 6. Landscape easement. There shall be a twenty (20') foot landscape easement across the eastern boundary of lots 19 through 28, which is the common boundary with the Bledsoe State Park. It shall be the responsibility of the Homeowner's Association to maintain, replace and/or repair any landscaping i.e. trees, shrubbery, etc., excluding of mowing which shall be the responsibility of the lot owner, due to damages caused by storms or trespass as the case may be.

ARTICLE VII General Provisions

Section 1. Duration. These restrictions shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Properties and all parties claiming under them for a period of thirty (30) years from the date of the recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement. All restrictions herein may be enforced by Declarant, its successors and assigns until the termination of the Class B membership, by the Association or any Owner, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorney's fees and court costs.

Section 3. Partial Invalidity. Any invalidation of any one or more of these restrictions by judgment or court order of a court of competent jurisdiction, or statute, or failure on the part of Declarant, the Association or any Owner to enforce any of said restrictions, shall in no way affect any of the other provisions hereof or be deemed to be a waiver of the right to enforce such restrictions any time after the violation thereof.

Section 4. Abatement. In the event that any Owner violates any of the terms or conditions of these restrictions and fails to cure the same within ten (10) days after written notice thereof, then Declarant or the Association, in addition to the other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable to Declarant or the Association upon demand by Declarant or the Association.

Section 5. Exoneration of Declarant. Each Owner of any Lot in the Properties or any other party interested in the Properties expressly agrees that:

(a) No duty or obligation is imposed upon Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Declarant be subject to any liability of any kind or nature whatsoever from any third party from failing to enforce the same; and

(b) Declarant's approval (or approval by the Architectural Committee) of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents given by Declarant pursuant hereto (or by the Architectural Committee) or otherwise shall not be deemed a warranty, representation or covenant that any such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with any and all applicable laws, rules, building code requirements or regulations, the sole responsibility for all of same being upon the respective Owner; and Declarant and the Architectural Committee are expressly released and relieved of any and all liability in connection therewith. Owner agrees to indemnify and hold the Declarant and the Architectural Committee harmless from all loss or damage, including reasonable attorney's fees, incurred by Declarant or the Architectural Committee as a result of any suit or claim made by any party concerning any feature of construction of the improvements made to any Lot, the non-compliance thereof with such laws, rules, building code requirements or regulations, or further, any suit or claim made by any injured or alleged injured party claiming to have been damaged or injured by any failure in the structure of any completed improvement, or any negligence in design or workmanship of any component of such completed improvements on such Lot.

Section 6. Other Lands of Declarant. Nothing contained within these restrictions shall be held or construed to impose any restrictions, covenants, or easements on any other land of the Declarant, except for the land contained within the description of the Properties, unless specifically submitted and included within restrictions by a supplementary declaration. Further sections of Bledsoe Crossing Subdivision may be added hereunder by supplementary declaration by Declarant, its successors and assigns.

Section 7. Amendments. Except for Article VII, Section 6, this Declaration may be modified and amended at anytime by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this ____ day of January, 2020.

BLEDSOE CROSSING SUBDIVISION

By: Marcus Smith, Managing Member of
Modern Development Group LLC, Declarant

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Marcus Smith the within bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Gallatin, Tennessee, on this the _____ day of January, 2020.

NOTARY PUBLIC
My Commission Expires: _____.

*Returned to: Joyce
& Kelly & Smith*

Cindy L Briley, Register
 Sumner County Tennessee
 Rec #: 1031222 Instrument #: 1351326
 Rec'd: 10.00 Recorded
 State: 0.00 2/23/2021 at 10:55 AM
 Clerk: 0.00 in Record Book
 other: 2.00 5504
 Total: 12.00 PGS 791-792

THIS INSTRUMENT PREPARED BY:
 KELLY & SMITH
 125 Public Square
 Gallatin, Tennessee 37066 *Res*

**AMENDMENT TO DECLARATION
 OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
 BLEDSOE CROSSING SUBDIVISION**

The is an amendment to the Declaration of Covenants, Conditions and Restrictions for **BLEDSOE CROSSING SUBDIVISION** entered into on February 16, 2007 which are of record in the Record Book 5283, Page 785 Register's Office of Sumner County, Tennessee.

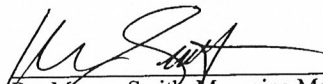
Section 5 in Article V is deleted in its entirety and replaced as follows:

Section 5. Boats, trailers, jet skies, recreational vehicles and camping trailers may be parked on lots provided they are licensed, but they must be kept either beside or behind the house. All recreational vehicles and camping trailers are to be licensed and must be less than forty-two (42) feet long.

These Declaration of Covenants, Conditions and Restrictions are being amended pursuant to the Article VII, Section 7, captioned "Amendments" which states that the Declaration may be modified and amended at anytime by an instrument signed by not less than seventy-five percent (75%) of the Lot


IN WITNESS WHEREOF, the undersigned, being the Declarant and lots' owner herein, has hereunto set his hand this the 22nd day of February, 2021.

BLEDSOE CROSSING SUBDIVISION



 By: Marcus Smith, Managing Member of
 Modern Development Group LLC, Declarant

MODERN STRUCTURES, LLC

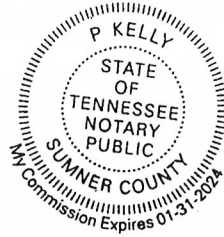


 By: Marcus Smith, Managing Member for Lots 7, 9
 10, 15, 16, 21, 22, 30, 31, 34, 35, 38, 39, 42 and 43
 of Bledsoe Crossing Subdivision

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Marcus Smith the within bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Gallatin, Tennessee, on this the 22nd day of February, 2021.



P Kelly

NOTARY PUBLIC