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This instrument prepared by:  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**For**

**FOREST RIDGE SUBDIVISION, SECTION 3, PHASE 2**

**THIS DECLARATION** is made, published and declared this 13<sup>th</sup> day of March 2018, by Midway Land, LLC, hereinafter referred to as "**Declarant**":

**WHEREAS**, the Declarant is the fee simple Owner of a certain tract of real property in Rutherford County, Tennessee, which property is more particularly described in **Exhibit "A"** attached hereto (the "**Property**"), and

**WHEREAS**, the Declarant has developed the Property to be known as "**Forest Ridge Subdivision, Section 3, Phase 2**" into Thirty (34) single family detached residential lots as shown on **Exhibit "B"** attached hereto, together with certain "common areas", for the use, benefit and enjoyment of the Owners of the Property; and

**WHEREAS**, the Declarant, to the benefit, interest, and advantage of the Declarant, the Lot Owners, and of each and every person or other entity, hereafter acquiring any interest in the Property that said Declaration of Covenants, Conditions and Restrictions for Forest Ridge Subdivision, Section 3, Phase 2 along with this Document governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with the Land;

**NOW THEREFORE**, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described in Exhibit "A" is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following obligations (and subject to all easements, conditions, restrictions, etc., as set out on the Final Plat as recorded under Plat Book 40, Page 248 in the Registers Office of Rutherford County, Tennessee and attached hereto as Exhibit "B"), all of which are declared and agreed to be in furtherance of the plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

**ARTICLE I. DEFINITIONS**

1. "**Annual Assessment**" shall mean and refer to the regular, yearly assessment of Common Expenses attributable to a particular Lot as further described herein.

2. "**Association**" shall mean and refer to **FORREST RIDGE HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns.

3. **"Board" or "Board of Directors"** shall mean and refer to the body, regardless of name, to act on behalf of the Association.

4. **"By-Laws"** shall mean and refer to the By-Laws of the Association attached hereto as **Exhibit "C"** and made a part hereof, as same may be amended from time to time.

5. **"Common Areas"** shall mean all real property and the improvement thereon owned or maintained by the Association for the common use and enjoyment of the owners. The common area contemplated to be owned by the Association in the future includes, but not limited to, and without limiting the definition of the Common areas, swimming pool, decorative entrances into the subdivision, street islands, street signs and so forth.

6. **"Common Expense"** shall mean and refer to any and all expenses, actual or anticipated, and/or other financial liabilities of the Association together with proper allocation or reserves for the Association in connection with the administration and operation of the Property established hereby; the maintenance and repair of the common improvements and any and all replacements and additions thereto; and the enforcement and compliance with Declaration and the By-Laws.

7. **"Common Expense Liability"** shall mean and refer to each Lot Owner's liability for Common Expenses allocated to each Lot as established by Declarant, Association Manager, or Board of Directors for the annual budget which may be amended from time to time.

8. **"Declarant"** shall mean and refer to Midway Land, LLC, its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein. Declarant may and shall have the right to assign all or a portion of its rights, powers, easements and privileges under this Declaration as further set forth and reserved to Declarant. In the event of a partial assignment, the assignee shall be deemed the Declarant but may and/or shall have the right to exercise such rights, powers, easements and privileges of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

9. **"Development Period"** shall mean and refer to the period commencing upon the date hereof and ending on the earlier of the following dates: (a) on the date that one hundred percent of the Lots have been conveyed to an initial third-party customer / purchaser other than the Declarant or the Builder; or (b) on any such earlier date as the Declarant, in its sole discretion, elects to terminate the Development Period.

10. **"Development Property"** shall mean and refer to the real property shown and described on Exhibit "A" attached hereto and made a part hereof.

11. **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Forest Ridge Subdivision, Section 3, Phase 2 applicable to the Development Property and all future subsections thereof and recorded in the Register's Office of Rutherford County, Tennessee as may be amended from time to time.

12. **"Impositions"** shall mean and refer to any assessment, annual or special, or any other Common Expense or charge by the Association against one or more Lots owned by a Lot Owner, including reasonable attorney's fees and costs incurred in the enforcement thereof and interest thereon to the extent authorized by law and the provisions hereof.

13. "**Lot**" shall mean and refer to any numbered plot of land shown upon the recorded Final Plat of Forest Ridge Subdivision, Section 3, Phase 2 as shown in Exhibit "B" attached hereto with the exception of the common area and dedicated streets, if any. It shall also mean any structure or improvements on said numbered plot of land. Title to lots will be held by an owner or owners in fee simple.

14. "**Owner**" shall mean and refer to the record owner (including Declarant), whether one or more person(s) or entities, of a common fee simple title to any Lot which is a part of the property, including the contract seller, but excluding those having such interest merely as security for the performance of an obligation.

15. "**Property**" (whether singular or, plural) shall mean all the land, property and space specifically referred to and designated in this Declaration and as described in Exhibit "A" attached hereto, which owner is made part of the Association according to the specific terms and conditions contained herein, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owner.

## **ARTICLE II. THE ASSOCIATION**

1. **Organization.** The Association is a non-profit Tennessee corporation charged with the Duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (i) members of the Association; or (ii) officers, directors, agents, representatives, or employees of Declarant, or a successor to Declarant.

2. **Membership.** Each Lot Owner shall be a Member and co-owner of the Association. Membership and co-ownership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. A Lot Owner's membership in the Association shall automatically terminate when they cease to be a Lot Owner. Upon the conveyance or transfer of a Lot Owner's ownership interest to a new Lot Owner, the new Lot Owner shall simultaneously succeed to the former Lot Owner's membership and co-ownership to the Association.

3. **Voting.** The voting rights of the Member shall be appurtenant to their ownership of a Lot(s). Each Member shall be entitled to cast a single vote for each Lot owned by such Member. When two or more Persons hold an interest (other than a leasehold or security interest) in a Lot, all such Persons shall be Members; but the Vote attributable to such Lot shall be exercised by one of such Persons as proxy and nominee for all such Members, and in no event, shall more than one (1) Member be entitled to cast the Vote attributable to such Lot. Furthermore, neither the Declarant nor any other Person dealing with the Development Property shall have any duty to inquire as to the authorization of the Member casting the Vote for a Lot, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote for such Lot.

4. **Voting Rights – Members, Classes of Members.** Any Member who is delinquent in the payment of any Common Expense, Imposition or other charge duly levied by the Association against any Lot(s) owned by such Member, shall not be entitled to Vote until all such Common

Expenses, impositions and charges, including reasonable penalties, interest and costs of collection, as the Board may impose or incur, have been paid to the Association. In addition, the Board may suspend the right of such Member to use the Common Areas or any other amenities or facilities or services of the Association until such delinquency is cured. The forgoing rights of the Board shall be in addition to all other rights set forth herein or available at law or in equity with respect to a failure to pay Common Expenses, Impositions and other duly levied charges.

**Members shall consist of two (2) Classes:**

- a. **Class A Members.** Class A members shall be owners with the exception of the Declarant, but in no event, shall more than one (1) vote be cast with respect to any lot in this class.
- b. **Class B Members.** Class B members shall be the Declarant and any successor thereto, and shall be entitled to eighteen (18) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when Declarant or any successor no longer owns a Lot in the development or any subsequent Phase annexed or added to this declaration, or at such time prior to said ownership as determined in the sole discretion of the Declarant, whichever is earlier.
- c. **Manner of Voting.** Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice Votes, ballot Votes or other manners of voting and any regulation of the solicitation of Votes or proxies.

5. **First Annual Meeting.** The first annual meeting of the Members for the election of a Board and such other business as shall come before the Members shall be held on a date to be selected by the Board within NINETY (90) days following the sale of the last Lot by the Declarant or when the last Lot owned by the Declarant is occupied, which ever may come first. Until the first regular annual meeting of the Members, the members of the Board shall be appointed by the Declarant or the Declarant shall act as and on behalf of the Board.

6. **Management of Property.** The Declarant during the Development Period and thereafter the Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Association Manager" or "Agent") to maintain, repair, replace, administer and operate the Development Property and to manage the affairs of the Association to the extent deemed advisable by the Declarant during the Development Period and thereafter the Board. The cost of such services shall be a Common Expense of the Association.

7. **Non-Liability of Declarant, Board Members, Officers, and Association Manager/Agent.**

To the extent permitted by law, neither the Declarant, Board, Officers, nor the Association Manager or Agent of the Association shall be personally liable to Lot Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board Member, Officers, Association Manager or Agent, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, Board Members, Officers, the Association Manager or Agent and their respective heirs, executors, administrators, successors and assigns.

8. **Binding Determination.** In the event of any dispute or disagreement between any Lot Owner(s) relating to the Development Property; or the use, right to use or maintenance of any Common Area; or any other questions of interpretation or application of the provisions of this Declaration, the By-Laws or any Rule or Regulation, the determination thereof by the Declarant during the Development Period and thereafter the Board shall be final and binding on each and all Lot Owners.

### **ARTICLE III. COMMON EXPENSES AND ENFORCEMENT**

1. **Common Expenses.** Each Lot Owner, by acceptance of a deed therefore and commencing with the date of ownership of their Lot, is deemed to covenant and shall pay his proportionate share of the Common Expenses, which are to be assessed at least annually based upon a budget adopted at least annually by the Board, as well as any Imposition or other duly levied charge of the Association. No Lot Owner shall be exempt from payment of their proportionate share of the Common Expenses, Impositions and other duly levied charges of the Association by waiver or non-use of enjoyment of the Common Areas or by abandonment of their Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or Association Manager or Agent of the Association setting forth whether the Common Expenses, Impositions or other duly levied charges on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Common Expenses, Impositions or other duly levied charges on a Lot is binding upon the Association as of the date of its issuance.

2. **Commencement and Allocation.** The Board shall set the time and manner by which the Common Expenses, Impositions or other duly levied charges are paid. Written notice of the Common Expenses, any Imposition and other duly levied charges shall be sent to every Lot Owner subject thereto. Except as otherwise set by the Board, all such Common Expenses are payable ANNUALLY and due on the FIRST DAY of JANUARY each YEAR. The Common Expenses shall be delinquent if not received as of the FIRST DAY of FEBURARY of that same YEAR and be assessed a late penalty of \$50.00. Any other Impositions or other duly levied charges shall be due as provided on the notice related thereto and shall be deemed delinquent as of the TENTH DAY following the due date. Any delinquent Imposition or other duly levied charge shall be subject to a late payment fee of TEN PERCENT (10%) of the amount owed per annum until paid. The first Common Expenses, Impositions and other duly levied charge, if any, to be paid by a Purchaser shall be adjusted according to the number of months remaining in the calendar year. Following the first annual Common Expense assessment and pending the termination of the Development Period, to the extent that the Association is unable to pay all costs of maintaining the Common Areas and administering the Association, Declarant agrees that it will loan monies to the Association on an interest free basis to fund any such deficits. Upon the termination of the Development Period, Declarant will be assessed Common Expenses in the same manner as any other Lot Owner. With respect to Lot, the Common Expenses, Impositions and other duly levied charges, if any, shall commence as to each Lot upon conveyance of such Lot by Declarant to a Purchaser except for Lot(s) owned by a Builder, which shall commence on the earlier of (a) ONE year following the closing date related to the purchase of said Lot(s) by Builder from Declarant or (b) the date of receipt of a certificate of occupancy for a Lot.

3. **Special Assessments.** In addition to the Common Expenses authorized herein, the Board may levy a Special Assessment in addition to Common Expenses applicable to a particular year. Special Assessments shall be due and payable on the date which is fixed by

the resolution authorizing such Special Assessment, and each Lot Owner shall be responsible for paying their share of the Special Assessment in the same percentage of the Common. Special Assessments shall be due as provided on the notice related thereto and shall be deemed delinquent as of the TENTH DAY following the due date. Any delinquent Special Assessment shall be subject to a late payment fee of TEN PERCENT (10%) of the amount owed per annum until paid.

4. **Working Capital Fund**. Every initial Lot Owner (excluding the Builder) shall pay a working capital fund assessment of Two Hundred and No/00 Dollars (\$200.00) to the Association at the closing of the sale of the completed Lot to such initial Lot Owner and each subsequent Lot Owner thereafter. The amounts paid to the working capital fund by each Lot Owner upon the closing of the sale of the Lot to such Lot Owner shall not be considered as advance payment of any Common Expenses, Impositions or other duly levied charges. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

- a. To fund costs of maintenance of the Common Expenses and administration of the Association that cannot be defrayed by assessments.
- b. To reimburse the Declarant for all amounts loaned by Declarant to the Association to fund any operating deficits.
- c. To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board.

5. **Unit Transfer Fee**. A Unit transfer fee in the amount of One Hundred Fifty and No/00 Dollars (\$150.00), shall be paid to the Association Manager/Agent if any by the buyer or new Lot Owner of such Lot upon any sale or transfer of any Lot.

6. **Reserve Fund**. An adequate reserve fund for the maintenance, repair and replacement of items to be maintained, repaired or replaced by the Association pursuant to this Declaration and the By-Laws shall be established by the Board and funded by the Common Expenses.

7. **Use of Common Expenses**. The Board shall have the power and authority to levy Assessments and other Impositions against all Members:

- a. To promote the recreation, health, safety and welfare of the Lot Owners.
- b. To provide for the maintenance, cleaning, painting, repair, replacement of, and additions to the Common Elements.
- c. To pay taxes, insurance premiums for Common Areas and insurance premiums for liability insurance protecting the Board, officers, Association Managers, Agents, and the Declarant for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, the

Board and the officers and their respective heirs, executors, administrators, successors and assigns.

d. To pay bills, if any, related to the management of the affairs and maintenance of the Association.

e. To pay the fees of any Association Manager/Agent that the Association may employ to manage the affairs of the Association.

f. To pay such other reasonable and necessary expenses of the Association required by or reasonably related to effectuating the rights, duties and responsibilities of the Association as provided by this Declaration or the By-Laws.

8. **Creation of Lien.** The Association shall have a lien on a Lot for any Common Expense assessment or Imposition, including fines imposed against the Lot Owner, and such lien may be foreclosed by judicial action and shall have priority as to all other liens and encumbrances on a Lot except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first mortgage or deed of trust recorded before the date on which the Common Expense assessment or Imposition sought to be enforced became delinquent; and (c) liens for real estate taxes and other governmental assessments or charges against the Lot. The Recording of this Declaration constitutes record notice and perfection of the lien, and no further recordation of any claim of lien for Common Expense assessments or Impositions is required. The lien for unpaid Common Expense assessments or Impositions is extinguished unless proceedings to enforce the lien are instituted within SIX (6) years after the date the lien for same becomes effective (i.e. due and unpaid). Such lien shall bear interest at the Delinquency Interest Rate, together with any reasonable late charge established by the Board and all costs, including reasonable attorney's fees in the collection thereof or in the enforcement of the lien.

9. **Personal Obligation.** The Common Expenses and other Impositions, together with such interest, attorney's fees and costs shall also be the personal obligation of the Person(s) who was/were the Lot Owner(s) at the time same became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them. The Association may bring an action at law against the Lot Owner personally obligated to pay same. If the lien is not paid prior to any sale or transfer of the encumbered Unit, then the lien shall remain against the Lot and shall be payable by the new Lot Owner thereof.

10. **Separate Real Estate Taxes.** Real estate taxes shall be separately taxed to each Lot Owner for his Lot and the appurtenant thereto in the event that such taxes for any year are not separately taxed to each Lot Owner, but rather are taxed on the Development Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liability.

#### **ARTICLE IV. ARCHITECTURAL CONTROL**

The Declarant hereby affirmatively states and affirms the exclusivity and esthetic beauty, charm and uniqueness of **FOREST RIDGE SUBDIVISION, SECTION 3, PHASE 2** in Rutherford County, Tennessee, because of the exclusivity of the subdivision and the critical importance to all owners in the subdivision of purchasing property and building homes or purchasing existing homes in the subdivision based upon strict architectural controls, the Declarant reaffirms the necessity of an

Architectural Review Committee and specific rules, restrictions and guidelines for the construction of any improvement on any lot in **FOREST RIDGE SUBDIVISION, SECTION 3, PHASE 2.**

The Architectural Review Committee shall be composed of a minimum of three (3) members serving one (1) year terms. Prior to the Transfer of Control of the Association, the Declarant shall appoint the members of the Architectural Review Committee or at their sole discretion act as the Committee, and subsequent to the Transfer of Control the members of such Committee shall be appointed by the Board of Directors of the Association. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

1. No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Review Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval of the Committee shall be in writing and must be received by the lot owner prior to the commencement of the improvement or alteration undertaken. It is the intent of these architectural requirements that this Committee shall ensure a uniform, aesthetically pleasing subdivision without the utilization of garish colors or architectural designs. The Architectural Review Committee is empowered to waive provisions of these requirements, within its jurisdiction, for good cause shown; provided, however, that this power shall not extend to reducing the minimum square footage or minimum building length referred to hereinabove.

2. The Architectural Review Committee's approval or disapproval as required in these Restrictive Covenants shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with insofar as approval of the Architectural Review Committee is required.

3. The members of the Architectural Review Committee shall not be liable for any mistake of judgement, negligence, or otherwise, except for the individual and willful misconduct or bad faith. The members of the Architectural Review Committee shall not receive any compensation for their services thereon.

#### **ARTICLE V. EXTERIOR MAINTENANCE**

1. Each lot owner must install, furnish, and maintain in good repair a decorative black mailbox and/or newspaper holder of uniform design and placement, to be determined by the Architectural Review Committee (or Board acting as such committee), at the owner's separate expense and owner must maintain the same.

2. Each lot owner is responsible for all exterior maintenance on his own lot. Each owner shall repair, maintain or replace all exteriors on any building in a good and timely manner. Additionally, all landscaping, plants, shrubs, driveways, walks, yards, sidewalk adjacent to the street, etc. shall be maintained in a neat, orderly condition and in a good state of repair and maintenance. All exterior maintenance, including painting shall be done in the color, method and design that is suitable and approved by the Architectural Review Committee. The Architectural Review Committee can base its decision solely on esthetic considerations.

## **ARTICLE VI. USE RESTRICTION**

### **Land Use and Building Type**

The following restrictions are in addition to the restrictions and conditions stated in Article IV and Article V aforementioned:

1. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family. No group or congregate living shall be allowed in single family residences.

2. No lot shall be re-subdivided, but shall remain as shown on the recorded plat, and not more than one residence building may be constructed or maintained on any one lot; However, two or more lots may be made into one building site, if the new single lot is approved by the Architectural Review Committee and the subdivision engineer. A slight variance of up to five (5) feet maximum in the property lines may be made by the builder or adjacent owners without any approval of the other lot owners subject to a new plat.

3. No immoral, improper, illegal, noxious or offensive operation, and/or business or trade of any kind, even if allowed by Governmental Zoning, shall be allowed, conducted or maintained on any lot or any portion of a lot, and nothing shall be constructed, reconstructed, or kept on any lot which may constitute an annoyance or nuisance to the neighborhood.

4. No animals or livestock of any kind shall be allowed or maintained on any lot except that dogs, domestic cats or other household domestic pets may be kept provided that they are not kept or maintained for commercial purposes. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. All local laws, ordinances and/or regulations are to be complied with by the pet owners and owners of the lots. Dog houses are allowed provided that both the dog house and surrounding area is kept in a neat and orderly fashion. Dog runs, and kennels are not permitted. No commercial business or trade shall be conducted or carried out upon any lot.

5. No mobile homes, trailers, modular structures, preconstructed houses, manufactured homes, basement house, camper, shack, tent, garage, barn, storage bin or shed (unless approved pursuant to the language below) or other outbuilding (dog house excluded) shall be erected or moved on any lot and used as either a temporary or permanent residence, even though said structure may meet all minimum square footage and other requirements. Furthermore, no structure of a temporary character, trailer, mobile homes, manufactured home, motor home, camper, tent, shack, modular home, storage bin, shed, barn, or other out-building shall be maintained or stored on any lot. The only other exceptions to this paragraph will be that a house trailer or field office, a temporary dumpster for construction debris, and a temporary storage trailer may be used by the builder or their sales organization during the construction of homes in the subdivision. Detached garages, storage bins or sheds may be approved by the Architectural Review Committee, provided they conform with the general character and atmosphere of the neighborhood and provided detached garages match the contour of the house.

6. No sign of any kind, including, but not limited to, a sign of a slanderous nature and political signs, shall be displayed to the public view on any lot except one non-illuminated sign of not more than four (4) square feet advertising the property for sale or rent. Signs used by builder or developer to advertise the property during the construction or sales period are allowed and may be up to 32 square feet in size.

7. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any lot. All equipment, coolers, and garbage cans shall be walled or otherwise be screened, to conceal the same from the view of the neighboring lots, roads, streets, and open areas. No lot shall be used or maintained as a dumping ground for rubbish.

8. Alterations. Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Association. No landscaping shall be altered or disturbed on the common area without prior written approval of the Board.

9. The Board is authorized to adopt rules for the use of the common areas and such rules shall be furnished in writing to the owners. All such use of the common areas shall be subject to said rules as adopted.

10. All driveway entrances from the street to each lot shall conform to the following standards: The entrances from the street to each lot shall be sixteen (16) feet in width, with a concrete apron running back three (3) feet from the entrance at street and tapering back to no less than twelve (12) feet in width, to garage entry or as approved by the Architectural Review Committee. The driveway, including any turn-around area, must be constructed of concrete. Circular driveways are allowed, but only entrance from the street shall be permitted. A temporary gravel drive shall be constructed from the street to the side of the proposed dwelling before or at the time construction of said dwelling is commenced. All owners of lots shall consult with the developer of the appropriate governmental agency's road division before installation of any driveways, culverts, or headwall or other structures, within the dedicated roadway, and such placement of construction shall be done in accordance with the rules and regulations of said governmental body. No curb shall be cut down for a driveway, nor shall the driveway extend over or past the curb, except with the approval of the appropriate governmental agency road division.

11. All houses erected in this section of the subdivision shall have the minimum required square feet of living space defined as "heated living space" of 2,000 square feet excluding garages, patios, porches, and storage space. The exterior of all houses shall be a minimum of not less than 75% brick, stone, stucco, or hardi board and must be approved by the Architectural Review Committee. No dwelling shall be constructed on any lot closer than ten (10) feet to an adjacent lot line.

12. All houses shall have at least a two-car garage attached to and made a part of the dwelling, and enter from the side or rear (except the Architectural Review Committee has authorization to waive this requirement if the shape of the lot and the design of the residence necessitates a variance, provide, however, that if this requirement is waived, the garage door must be of the highest aesthetic quality and design). Owners shall maintain an operational garage door opener, and all garage doors shall remain closed, except for actual ingress or egress therein.

**13.** Single story residences shall have a minimum roof pitch of 8' x 12', and one and one-half (1 1/2) story or two (2) story residences shall have a minimum roof pitch of 6' x 12' unless otherwise permitted by the Architectural Review Committee.

**14.** The Declarant, or their assigns, or the Architectural Review Committee, or its designees, reserve the right to enter upon any lot for the purpose of cutting grass, trimming trees, and shrubs, or generally cleaning up such lot if the same is reasonably required, charging the expense thereof to the owner thereof, which shall become a lien upon the lot in favor of the undersigned developer, to be paid by the owner thereof. The owner of each lot is responsible for the regular mowing of grass on his or her lot, as well as maintenance of said lot in an orderly manner.

**15.** Any structure which is preassembled or already constructed which a lot owner desires to move onto a lot covered by these restrictions is not permitted, even though such structure may meet all minimum square footage and other requirements.

**16.** The exterior finish of all residences and garages constructed on said lots shall be of any of the following materials and finishes only: dressed brick or exterior sidings of Masonite, vinyl, or drivet, or a combination of any of the above, or as may be otherwise approved by the Architectural Review Committee. If the exterior building material does not extend to ground level, then any exposed foundation must be either brick or stone. Houses must be built with a crawl space under the living area. All exterior chimneys shall be of brick, stucco, or drivet. All houses and garages constructed shall be brick, or finished smooth stucco or drivet, to grade or as approved differently by the Architectural Review Committee.

**17.** No building shall be constructed or maintained on any lot, i) in any reserved drainage, utility, or landscape easement area; and ii) closer to the street than the setback line as shown on the recorded plat, unless authorized by the Architectural Review Committee and Board of Zoning Appeals, as applicable; provided, however, unclosed porches, either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend across the setback lines; provided, however, that the main structure does not violate the setback line. Any variance authorized by the Board of Zoning Appeals is subject to the Architectural Review Committee.

**18.** Each builder agrees to landscape each lot and dispose of any rubbish, trees, or other items which would detract from the subdivision as a whole. No builder will be permitted to push rubbish onto another lot unless he owns the other lot and has positive plans to remove the same. The cost of collection of any rubbish will be charged to the builder or owner of that lot.

**19.** Once construction has commenced, it shall proceed diligently. Owner is responsible for maintaining a neat and orderly construction site.

**20.** The only fences which shall be permitted on lots shall be those erected with the express written approval of the Architectural Review Committee, which is charged to ensure that said fences conform with the general character and atmosphere of the neighborhood. The Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences must be maintained in good repair, and owners agree to abide by reasonable requests for the repairs and maintenance as may be made by the Architectural Review Committee. On all lots except corner lots, no fence shall be permitted between the rear corners of the residence located on each lot and the street. On all corner lots, no fence shall be

permitted between any front or outside corner of the residence located on such lot and the streets upon which the lot is located; however, the use of hedges, shrubbery, or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted, provided such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. No landscaping shall be allowed within the edge between the minimum building setback line of any lot and the street right of way which would restrict visibility on the street or otherwise be hazardous to motorists, pedestrians, and children.

**21.** Each house shall have a mailbox adjacent to the driveway and street and all materials for the construction of the mailbox shall be specifically approved by the Architectural Review Committee.

**22.** Any dwelling constructed upon any lot will not be erected nearer than the minimum building setback line as shown on the subdivision plat. In addition, no dwelling will be erected nearer than the minimum setback line from any rear property line or side property line as shown on the subdivision plat.

**23.** No lot owner may construct or place any satellite dishes or any other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation will be permitted, with the exception of a satellite no larger than two (2) feet in diameter, which are permitted, provided they are placed in the back yard or on the back side of the dwelling roof, or as otherwise approved by the Architectural Review Committee.

**24.** No lot owner may erect any clothesline or clothes hanging device on the lot owner's property.

**25.** No trailer, truck, motorcycle, or commercial vehicle shall be parked or kept on any lot at any time unless housed in a garage or basement, or on a concrete pad to the rear of the dwelling provided that the concrete pad is aesthetically screened, and approval has been obtained by the Architectural Review Committee. No automobile which is inoperable or unlicensed shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year. No automobile shall be continuously or habitually parked on any street.

**26.** There shall be no basketball goals installed in the front yard of any lot.

**27.** No dwelling structure shall be erected or maintained on any lot unless the same shall be connected to an approved water system.

**28.** The cutting of trees of four inches (4") or more in diameter by any builder or owner shall require the express prior approval of the Architectural Review Committee.

**29.** Each owner of any lot in the development, or any party having an interest in any portion of the development, expressly agrees that no duty or obligation is imposed upon the developers to enforce or attempt to enforce any of the covenants or the restrictions contained herein. Neither shall the developers be subject to any liability of any kind or asserting that developers failed to enforce the same.

30. Private, in-ground and above-ground swimming pools and private vegetable gardens are permitted uses on all development lots with the approval of the Architectural Review Committee; but shall not be allowed or permitted closer to the street or streets bordering said lot from the front or side walls of the residential structure located thereon. All such private, in-ground and above-ground swimming pools and vegetable gardens shall be fenced and screened, or hidden from view, by planning. In the case of private, in-ground and above-ground swimming pools, the same shall be fenced and completely enclosed by brick, iron, wood, chain link or vinyl picket fencing and maintained in a safe manner to avoid the creation of a hazard and nuisance to the public.

## **ARTICLE VII. INSURANCE**

### **Casualty Insurance on Insurable Area**

The Association shall keep all insurable improvements, fixtures, and the common area insured against loss or damage by fire for the insurable replacement costs thereof, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable, as well as a general liability insurance policy covering all common areas with a coverage at least One Million Dollars (\$1,000,000.00) for bodily injury or property damage for any single occurrence, as well as coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party. All policies shall provide that they may not be canceled or substantially modified without ten (10) days written notice to all insured, including the mortgages. The Association shall also insure the other property whether real or personal, owned by the Association, against loss or damage by fire or casualty and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Any insurance coverage with respect to the common area or otherwise shall be written in the name of, and the proceeds thereof, shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all such insurance carried by the Association are common expenses included in the common assessments made by the Association.

1. **Replacement or Repair of Property.** In the event of damage to or destruction of any part of the common area improvements, the Association shall repair or replace same from insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot or unit owner.

2. **Other Insurance.** The Association may also maintain and pay for insurance policies or bonds that are appropriate for the protection and benefit of the Association, members of the Board and any standing committee, tenants or guests, including but without limitation, workers' compensation, malicious prosecution, automobile non-ownership insurance, and performance or fidelity bonds.

3. **Annual Review of Policies.** All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of property which may be damaged or destroyed.

4. **Notice to First Mortgagees.** In the event of substantial damage to or destruction of any part of the Common Elements, the institutional holder of any first deed of trust or mortgage on a lot will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Property will entitle the owner of a Lot or other party to priority over such institutional holder with respect to the distribution to such Lot of any insurance proceeds.

#### **ARTICLE VIII. EASEMENTS, ENCROACHMENTS, COMMON AREA**

1. Each lot shall have an easement for installation and maintenance of utilities as required by the appropriate local governmental body.

2. In addition to any easements and encroachments rights provided herein, there is specifically reserved on every lot in the subdivision the following easement: street lights will be erected and maintained by the public utility company throughout the subdivision; and therefore, an easement is reserved on each lot for such construction and maintenance. Reference is made to any easement grant from the developer to such public utility company, which grants may or may not be of record in the Register's Office of Rutherford County, Tennessee. All lots are encumbered by any easement previously recorded and to the easements as shown on the plat of record and revised plats, as may be recorded in the future.

3. **Common Areas.** The Common Area shall be conveyed to the Association in fee simple for the use, enjoyment and convenience of all Owners. Each lot and residence is hereby declared to have, subject to the provisions of this Declaration, a non-exclusive easement over all the Common Areas for the benefit of such lot or residence, the Owners of such lot or unit and each of them, and for their respective families, guests, invitees and contract purchasers for recreation and other appropriate intended purposes and uses without limiting the generality of the foregoing, for ingress and egress over and through the common areas, subject to the right of the Association to adopt reasonable rules and regulations for such use. In furtherance of the establishment of this easement, the individual grant deeds and mortgages to each lot may, but shall not be required to, set forth the foregoing easement. Except as otherwise provided for by this Declaration, the Common Area may be alienated, released, transferred, or otherwise encumbered on with the written approval of all Owners and each holder of a first mortgage on any lot.

4. **Association Functions.** There is hereby reserved to Declarant, any successor to Declarant, and the Association or the duly authorized agents, managers and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration, and the other documents related to **Forest Ridge Subdivision, Section 3, Phase 2.**

5. **Ingress and Egress.** In addition, there is reserved to Declarant for the use and benefit of any adjoining property that has been added as a new Phase to **Forest Ridge Subdivision, Section 3, Phase 2** or is intended to be added as a new section, a right of ingress and egress over the streets, a right to attach to and use sewer and utility easements and such other easements as may be necessary to develop said property.

6. **Covenants Running with Land.** That restrictions herein imposed shall be covenants running with the land, and shall be binding upon all parties and persons claiming under them for

a period of thirty (30) years from the date these covenants are recorded, and thereafter shall be automatically renewed for successive fifteen (15) year periods unless over seventy-five percent (75%) of the lot holders agree in writing that the automatic renewal shall not occur.

7. **Subject to Prior Utility Easements.** Notwithstanding anything herein expressly or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities, sewers, television, drainage, and similar facilities that are necessary or appropriate for the development of the properties.

8. **Utility Easements, Duties and Rights.** The rights and duties of the owners of lots or units, with respect to sanitary sewers and water, electricity, television, gas, and telephone shall be governed as follows:

a. Whenever sanitary sewer house connections and/or water house connections, or electricity, television, gas, or telephone lines are installed within the properties, which connections or any portion thereof lie in or upon lots or units owned by others, then the owners of the lots or units served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon lots or units or to have the utility companies enter upon the lots or units within the properties in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain said connections as when the same may be necessary.

b. When sanitary sewer house connections and/or water house connections, or electricity, television, gas, or telephone lines are installed within the unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his lot.

#### **ARTICLE IX. GENERAL PROVISIONS**

1. **Enforcement.** The Association, Declarant, or any owner shall have the right to enforce by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration. The expense of enforcement shall be chargeable to the owner of the lot violating the provisions hereof, and shall constitute a lien on the lot or unit collectable in the same manner as a general assessment. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall, in no event, constitute a waiver of the right to do so thereafter. Likewise, any lot or unit owner shall have a right of action against the Association for failure to comply with its duties.

2. **Severability.** Invalidation of any one of the covenants or restrictions by judgement or court order shall in no way effect any other provision which shall remain in full force and effect.

3. **Amendment.** These restrictions may be amended at any time by the Declarant in their sole discretion during the development period as defined herein. Following the development period, this declaration may be amended at any time by fifty-one percent (51%) of all lot owners provided due notice is given to all lot owners a minimum of fifteen (15) days in advance but not more than thirty (30) days from the date a vote will be requested. Any and all amendments requests shall be administered by the Board, Architectural Review Committee, or the Associations Manager/Agent.

## **ARTICLE X. ANNEXATION AND/OR ADDITION OF OTHER AREA TO PROPERTY**

1. **General.** Declarant or his successors and assigns, shall be allowed to annex additional property by way of sections to **FOREST RIDGE SUBDIVISION, SECTION 3, PHASE 2** without the consent of the Association or its members over any mortgagees or other lien holders; (other than those holding mortgages and liens on the real property being annexed) by the recordation of a supplementary Declaration as provided herein. Upon such annexation, the Association shall take whatever measures are necessary to add such annexed property and lots into the regime on an equal basis with the original property included hereunder.

2. **Membership in Association.** Upon the recording of any supplementary declaration, those lot owners contained therein shall become members of the Association obtaining all rights due members of the Association and becoming liable for all assessments and fees as set forth herein and/or in the Supplemental Declaration.

3. **Common Area.** All common areas in this Property or subsequent properties annexed or added to this Declaration will be deeded to the Association in fee simple to be held in accordance with this Declaration.

## **ARTICLE XI. RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS**

1. The holder, insurer or guarantor of the first mortgage on any lot shall be given notification in writing by the Association upon its sending to the Association a written request stating its name, and address of the lot it has the mortgage on, of any of the following actions: Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage; any twelve month delinquency in the payment of assessment or charges owned by the Owner of any lot on which it holds a mortgage; a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owner's Association.

Notwithstanding anything to the contrary contained in these declarations, Declarant reserves the right to make any modifications, amendments and changes necessary in the documents to conform to industry requirements and guidelines.

## **ARTICLE XII.**

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 not be otherwise affected thereby. Invalidation of any one of these Restrictive Covenants by judgment or court order shall in no way affect any of the other Restrictive Covenants contained herein. In such event, the Restrictive Covenants contained herein that are not so invalidated shall remain in full force and effect.

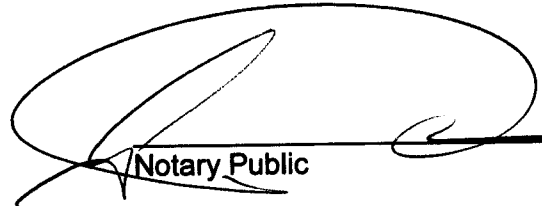
IN WITNESS WHEREOF, The Declarant has caused this Declaration to be duly executed this the 13<sup>th</sup> day of March, 2018.

Declarant: **Midway Land, LLC**  
By:   
Ardavan Afrakhteh, Sole Member

STATE OF TENNESSEE  
COUNTY OF Williamson

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Ardavan Afrakhteh**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Sole Member of the Midway Land, LLC the within named Declarant, and that as such Sole Member, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the Declarant by himself as such Sole Member.

Witness my seal this the 13<sup>th</sup> day of March, 2018.

  
Notary Public

My Commission Expires: 10-3-2022

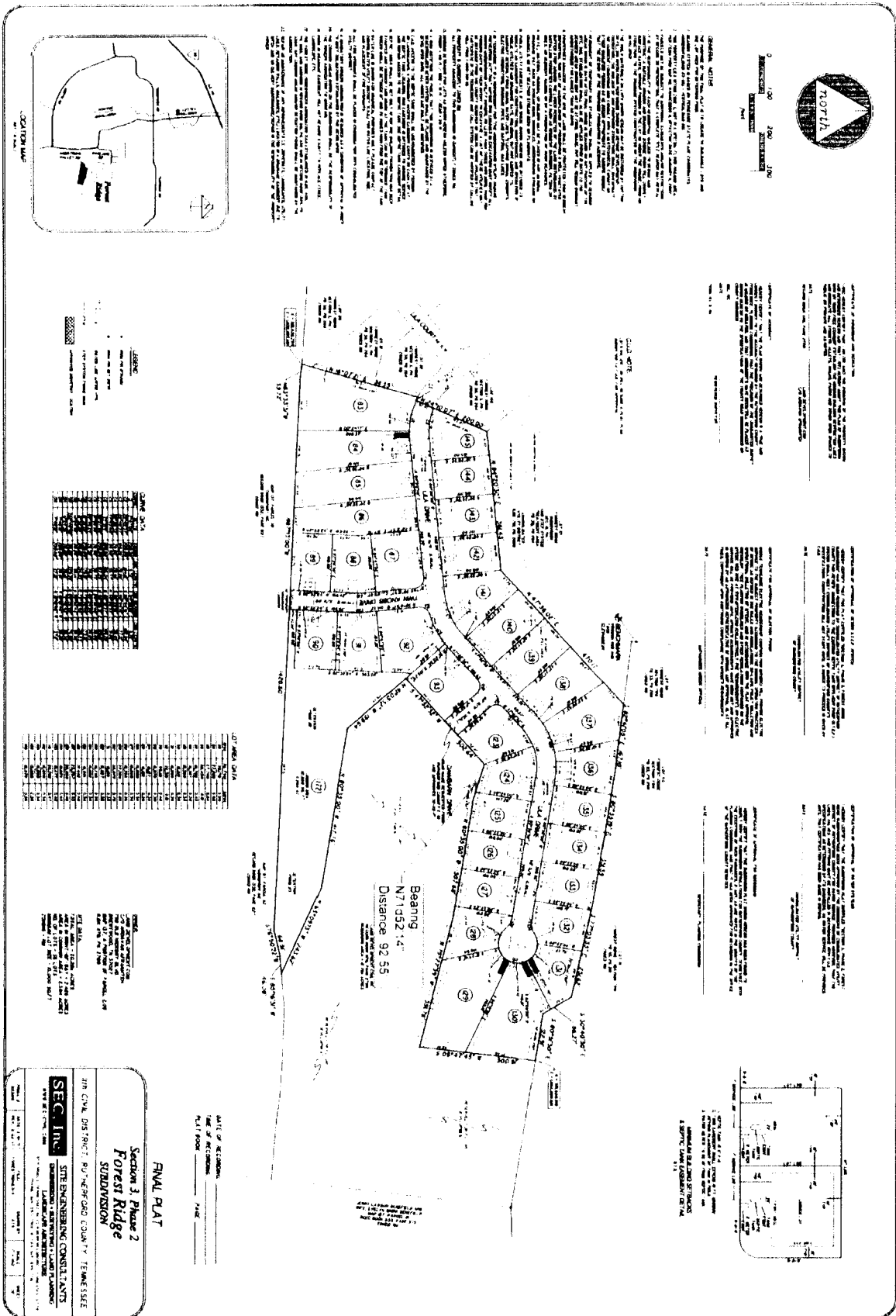


**EXHIBIT "A"**

## MEETS AND BOUNDS

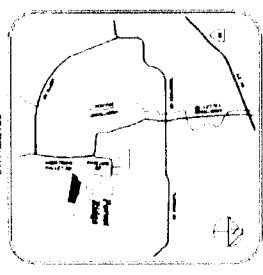
BEGINNING AT THE SOUTHEAST CORNER OF LOT 80 OF FORREST RIDGE SUBDIVISION, SECTION 3, PHASE 1 AS RECORDED IN PLAT BOOK 30, PAGE 264 IN THE RUTHERFORD COUNTY REGISTER'S OFFICE, MURFREESBORO, TENNESSEE, ALSO BEING THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY; THENCE ALONG THE WEST PROPERTY LINE OF THE SUBJECT PROPERTY ON A BEARING OF NORTH 16 DEGREES, 07 MINUTES, 21 SECONDS EAST A DISTANCE OF 311.33 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF ULA DRIVE (50 FOOT RIGHT-OF-WAY) ALSO BEING THE NORTHEAST CORNER OF LOT 82 OF SAID FORREST RIDGE SUBDIVISION, SECTION 3, PHASE 1; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF ULA DRIVE ON A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 9.72 FEET TO A POINT; THENCE ON A BEARING OF NORTH 24 DEGREES, 10 MINUTES, 07 SECONDS EAST A DISTANCE OF 200.00 FEET TO A POINT IN THE NORTHEAST CORNER OF LOT 146 OF SAID FORREST RIDGE SUBDIVISION, SECTION 3, PHASE 1; THENCE ON A BEARING OF NORTH 84 DEGREES, 20 MINUTES, 30 SECONDS EAST A DISTANCE OF 361.43 FEET TO A POINT; THENCE ON A BEARING OF NORTH 47 DEGREES, 36 MINUTES, 02 SECONDS EAST A DISTANCE OF 470.17 FEET TO A POINT IN THE SOUTH LINE OF LOT 39 FORREST RIDGE SUBDIVISION, SECTION TWO AS RECORDED IN PLAT BOOK 33, PAGE 208 OF SAID RUTHERFORD COUNTY REGISTER'S OFFICE; THENCE ON A BEARING OF SOUTH 82 DEGREES, 41 MINUTES, 05 SECONDS EAST A DISTANCE OF 167.10 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 80 DEGREES, 35 MINUTES, 19 SECONDS EAST A DISTANCE OF 351.59 FEET TO A POINT; THENCE ON A BEARING OF 77 DEGREES, 03 MINUTES, 05 SECONDS EAST A DISTANCE OF 251.62 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 30 DEGREES, 40 MINUTES, 30 SECONDS EAST A DISTANCE OF 86.27 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 80 DEGREES, 51 MINUTES, 30 SECONDS EAST A DISTANCE OF 122.91 FEET TO A POINT IN THE NORTHEAST CORNER OF THE SUBJECT PROPERTY; THENCE ON A BEARING OF SOUTH 06 DEGREES, 47 MINUTES, 45 SECONDS WEST A DISTANCE OF 300.91 FEET TO A POINT IN THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY; THENCE ON A BEARING OF NORTH 75 DEGREES, 27 MINUTES, 39 SECONDS WEST A DISTANCE OF 351.78 FEET TO A POINT; THENCE ON A BEARING OF NORTH 80 DEGREES, 35 MINUTES, 00 SECONDS WEST A DISTANCE OF 307.68 FEET TO A POINT; THENCE ON A BEARING OF NORTH 71 DEGREES, 52 MINUTES, 14 SECONDS WEST A DISTANCE OF 92.55 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 47 DEGREES, 52 MINUTES, 32 SECONDS WEST A DISTANCE OF 302.64 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 41 DEGREES, 03 MINUTES, 52 SECONDS EAST A DISTANCE OF 199.64 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 80 DEGREES, 35 MINUTES, 00 SECONDS EAST A DISTANCE OF 417.76 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 65 DEGREES, 09 MINUTES, 13 SECONDS EAST A DISTANCE OF 243.62 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 76 DEGREES, 50 MINUTES, 22 SECONDS EAST A DISTANCE OF 68.91 FEET TO A POINT IN THE SOUTH LINE OF THE SUBJECT PROPERTY; THENCE ON A BEARING OF NORTH 87 DEGREES, 13 MINUTES, 00 SECONDS WEST A DISTANCE OF 1428.60 FEET TO A POINT; THENCE ON A BEARING OF NORTH 83 DEGREES 33 MINUTES, 31 SECONDS WEST A DISTANCE OF 39.72 FEET TO THE POINT OF BEGINNING. THE SUBJECT PROPERTY CONTAINING 20.28 ACRES MORE OR LESS AND BEING A PORTION OF THE PROPERTY CONVEYED TO MIDWAY LAND, LLC AS RECORDED IN RECORD BOOK 1648, PAGES 1536 - 1537 OF THE RUTHERFORD COUNTY REGISTER'S OFFICE, MURFREESBORO, TENNESSEE.

# EXHIBIT "B"



0 100 200 300  
FEET

GENERAL NOTES:  
1. THIS PLAN IS A PART OF THE SUBDIVISION MAP FOR SECTION 3, PHASE 2, FOREST RIDGE SUBDIVISION, TOWN OF WOODBRIDGE, COUNTY OF WASHINGTON, TENNESSEE, AS SHOWN ON THE ATTACHED MAP.  
2. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN THEREON.  
3. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN THEREON.  
4. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN THEREON.  
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10. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN THEREON.



LEGEND:  
EASEMENT  
UTILITY LINE  
EASEMENT



LOT AREA DATA

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
1	10,000	111.11
2	10,000	111.11
3	10,000	111.11
4	10,000	111.11
5	10,000	111.11
6	10,000	111.11
7	10,000	111.11
8	10,000	111.11
9	10,000	111.11
10	10,000	111.11
11	10,000	111.11
12	10,000	111.11
13	10,000	111.11
14	10,000	111.11
15	10,000	111.11
16	10,000	111.11
17	10,000	111.11
18	10,000	111.11
19	10,000	111.11
20	10,000	111.11
21	10,000	111.11
22	10,000	111.11
23	10,000	111.11
24	10,000	111.11

DATE OF RECORDING: \_\_\_\_\_  
TIME OF RECORDING: \_\_\_\_\_  
FILE NO.: \_\_\_\_\_

**FINAL PLAT**  
Section 3, Phase 2  
**Forest Ridge**  
SUBDIVISION

SEC INC. SITE ENGINEERING CONSULTANTS  
1000 W. MAIN ST. SUITE 100  
MEMPHIS, TN 38103  
TEL: 901.525.1234  
FAX: 901.525.1234



AMERICAN BALANCE OF TRADE  
LAW FIRM (OPTIONAL)

## EXHIBIT "C"

### BY-LAWS OF FORREST RIDGE HOMEOWNERS' ASSOCIATION, INC.

#### ARTICLE I. DEFINITIONS

The words defined in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST RIDGE SUBDIVISION, SECTION 3, PHASE 2 of Record in the Register's Office for RUTHERFORD COUNTY, Tennessee shall have the same meaning in these By-Laws.

#### ARTICLE II. NAME AND OFFICES

1. **Registered Office and Agent.** The initial registered office of the Corporation is FORREST RIDGE HOMEOWNERS' ASSOCIATION, INC, 1222 PARAMOUNT DRIVE, ROCKVALE, TN 37153, as may be relocated by the Board of Directors from time to time. The name of the initial registered agent of the Corporation is JAMES M. CALLAHAN of JC ENTERPRISE AMS, INC., who may be located at the initial registered office.

2. **Other Offices.** The Corporation may also have offices at such other places both within and outside the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

#### ARTICLE III. MEMBERS AND MEMBERSHIP PRIVILEGES

1. **Eligibility and Membership.** Membership and co-ownership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. A Lot Owner's membership in the Association shall automatically terminate when they cease to be a Lot Owner. Upon the conveyance or transfer of a Lot Owner's ownership interest to a new Lot Owner, the new Lot Owner shall simultaneously succeed to the former Lot Owner's membership and co-ownership to the Association.

2. **Succession.** The membership of each Lot Owner shall terminate when he ceases to be a Lot Owner, and upon sale, transfer or other disposition of his ownership interest in the Development Property, his membership in the Corporation shall automatically be transferred to the new Lot Owner succeeding to such ownership interest.

## ARTICLE IV. MEETINGS OF MEMBERS

1. **Place and Time of Meetings.** Meetings of the Association must be held at least once each year. Meetings of the Members of the Corporation may be held at a place and at such time to be determined by the Board within RUTHERFORD COUNTY, Tennessee as specified in the written notice of such meeting

2. **Annual Meetings: Development Period.** During the Development Period, meetings of the Association shall only take place upon the call of the Declarant. At any such meeting, the Declarant may, but shall not be required to, submit to a Vote of the Lot Owners any matter that properly may come before a meeting of the Association. During the Development Period, the Declarant shall determine in its sole discretion all matters that may properly come before the Board or the Association

3. **Annual Meetings: Post Development Period.** The first annual meeting of the Members for the election of a Board and such other business as shall come before the Members shall be held on a date to be selected by the Board within NINETY (90) days following the sale of the last Lot by the Declarant or when the last Lot owned by the Declarant is occupied, which ever may come first. Until the first regular annual meeting of the Members, the members of the Board shall be appointed by the Declarant or the Declarant shall act as and on behalf of the Board.

4. **Special Meeting.** Following the Development Period, special meetings of the Members, for any purpose or purposes, may be called by the President, a majority of the Board of Directors or by Members having not less than SIXTY-SEVEN PERCENT (67%) of the total number of Votes entitled to be cast at such meeting, except as otherwise required by the Act Business transacted at all special meetings shall be confined to the business stated in the notice of such meeting.

5. **Notice.** Written or printed notice, by or at the direction of the president, the secretary or the officer or Person authorized to call the meeting, shall be sent by; U.S. Mail, Fed Ex, UPS or other reputable private carrier; facsimile transmission or electronic transmission to every Member of the Association entitled to Vote at such meeting not less than TEN (10) nor more than SIXTY (60) days prior to the date of such meeting at the addresses or other contact information given to the Board by the Owner(s) for such purpose or hand delivery to a Lot, if no separate address or other contact information for such purpose has been given to the Board. Said notice shall state the place, day and hour of the meeting and in the case of a special meeting, the purpose(s) for which the meeting is called.

6. **Quorum** The presence in person or by proxy of more than TWNETY percent (20%) of the Votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to Vote in person or represented by proxy present at a meeting fail to satisfy a quorum, the Members present shall have the power to adjourn the meeting, without notice, until a quorum shall be present or represented. Further, if a quorum is not present, a subsequent meeting may be called; and the required quorum shall be reduced by half at such meeting. Such procedure may be repeated until a quorum is established, although in no event may the required quorum be less than TEN PERCENT (10%) of the Votes

entitled to be cast at a meeting of the Members. Pursuant to Tenn. Code Ann. § 66-27-409(c), attendance at a meeting may be in person, or by proxy as set forth in these By-Laws

7. **Majority Vote; Withdrawal of Quorum.** When a quorum is present at any meeting, the majority Vote of Members present, in person or by proxy, and entitled to Vote shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Charter of the Corporation or these By-Laws, a different Vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

8. **Method of Voting: Proxies.** Each Member shall be entitled to cast a single vote for each Lot owned by such Member as further provided in the Declaration. The Vote of each Member may only be cast by such Member or by a proxy duly executed and given by such Member to his authorized representative as set forth on such proxy. No proxy shall be valid for more than one meeting and shall bear the signature of the Member making the proxy, the date of the meeting to which the proxy relates and the name of the authorized representative to vote on behalf of the Member. Such proxy may not be revoked except by actual notice to the Person presiding over the meeting for which the proxy relates: and such proxy is void, if it is not dated or purports to be revocable without notice. Such proxy shall be filed with the secretary of the Association prior to or at the time of the meeting. If title to any property ownership interest in a Lot of the Development Property entitling the Member to voting rights as provided in the Declaration is in the name of two or more Persons as co-owners, all such Persons shall be Members of the corporation and are referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member as provided in the Declaration at any meeting of the Members of the Corporation, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote is to be cast (in person or by proxy). In the event of disagreement among such Joint Member to cast a Vote, such Joint Member shall not be recognized, and such Vote shall not be counted

9. **Common Expense Default:** No Lot Owner who is in default in the payment of any Common Expense, Imposition or other duly levied charge shall be entitled to exercise his right to Vote until he has cured such default. A Lot Owner shall be deemed to be in default, if he has not paid any Common Expense, Imposition or other duly levied charge to the Association, or its agent, within TEN (10) days after the due date thereof. A Lot Owner may protest the amount of any Common Expense, Imposition or other duly levied charge, but it still must be paid during the pendency of his protest to the Association or its agent

10. **Cumulative Voting Denied.** Cumulative voting for Directors shall not be permitted.

## ARTICLE V. POWERS AND DUTIES

1 The Association shall have the following powers and duties subject to the provisions of the Declarations of the Association

- a. Enforce the Declarations; and adopt, enforce and amend Rules and Regulations.
- b. Elect and remove the officers of the Association.
- c. Adopt and amend budgets for revenues, expenditures and reserves; and collect assessments for Common Expenses and any other duly levied Imposition from Lot Owners.
- d. Determine the fiscal year of the Association and change said fiscal year from time to time as the Board deems necessary or appropriate.
- e. Hire and discharge managing agents and other employees, agents and independent contractors.
- f. Comply with the instructions expressed in resolutions duly adopted at any regular or special meeting of Lot Owners at such meeting.
- g. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or any TWO (2) or more Lot Owners on matters affecting the Development Property.
- h. Make contracts and incur liabilities.
- i. Borrow money for the purpose of repair or restoration of Common Elements that are the responsibility of the Association to repair or restore.
- j. Secure insurance policies as required or allowed by the Declaration, and in this regard, review the amounts of coverage afforded under such policies.
- k. Regulate the use, maintenance, repair, replacement or modification of Common Elements and formulate policies for administration, management and operation of the Development Property and the Common Areas.
- l. Cause additional Improvements to be made as a part of the Common Areas.
- m. Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property.
- n. Grant easements, leases, licenses and concessions through or over the Common Areas.
- o. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Areas and for services provided to Lot Owners.

p. Impose charges for late payment of assessments and after notice and opportunity to be heard, levy reasonable fines for violations of the Declarations, these By- laws and Rules and Regulations of the Association, if any.

q. Impose reasonable charges for the preparation and recordation of amendments to the Declarations or the production of Association information and/or documents.

r. Impose reasonable charges for services rendered relating to the transfer of a Lot.

s. Appoint committees of the Board and delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives of the Board.

t. Provide for the indemnification of the Association's officers, agents, managers, and members of its officers and members of its Board of Directors and maintain liability insurance on such Agents, Managers, Directors and Officers

u. Assign the Association's right to future income, including the right to receive Common Expense assessments.

v. Exercise any other powers conferred by the Declarations and these By-Laws.

w. Exercise all other powers that may be exercised in this State by legal entities of the same type as this Association.

x. Exercise any other powers necessary and proper for the governance and operation of the Association and the administration of the affairs of the Association and Development Property.

2. **Non-Delegation**. Nothing in these By-Laws shall be considered to grant to the Association, the Board or the officers of the Association any powers or duties which, by law, have been delegated to Lot Owners.

## ARTICLE VI. BOARD OF DIRECTORS

1. **Authority of Board**. Except as otherwise provided in the Declarations or the By-Laws, the Board may act in all instances on behalf of the Association. The Board may not act on behalf of the Association to amend the Declarations, to terminate the Development Property or to elect members of the Board of Directors.

2. **Development Period**. shall mean and refer to the period commencing upon the date hereof and ending on the earlier of the following dates: (a) on the date that one hundred percent of the Lots have been conveyed to an initial third-party customer / purchaser other than the Declarant or the Builder; or (b) on any such earlier date as the Declarant, in its sole discretion, elects to terminate the Development Period.

3. **Board of Directors and Term**. The first regular annual meeting of the Members for the election of the Board of Directors, which must be comprised of at least THREE (3) Members who must

be Lot Owners, and such other business as shall come before the Members shall be held on a date to be selected by the Board prior to the termination of the Development Period. Following the Development Period, the initial Board of Directors shall have ONE (1) Director who shall sever a term of THREE (3) years, and ONE (1) Directors who shall serve a term of TWO (2) years, and ONE (1) Director who shall serve a term of ONE (1) year. Following the initial election, each Director elected thereafter shall serve a term of THREE (3) years. The Board of Directors shall elect the officers of the Association.

4. **Vacancies** If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office, a successor or successors shall be elected by majority vote of the remaining Directors for the unexpired term of his predecessor in office. Any Director who is delinquent more than sixty (60) on any assessment or imposition, or in violation of the Declarations or By-Laws for more than thirty (30) days shall automatically be removed from the Board with no action being required by the other Board Members.

5. **Director Removal by Board Members**. Any Director may be removed from office with or without cause by the majority vote of the Directors, who shall elect a successor Director for the unexpired term of his predecessor in office by majority vote.

6. **Director Removal by Members**. Notwithstanding any provision to the contrary in the Declarations or the By-Laws, any member of the Board of Directors other than a member appointed by the Declarant may be removed with or without cause by a TWO-THIRDS (2/3rds) Vote of the Members present and entitled to Vote at any meeting of the Members at which a quorum is present

7. **Place of Meetings**. The Directors of the corporation shall hold their meetings, both regular and special, within RUTHERFORD COUNTY, Tennessee or such other location as may be selected by unanimous consent of the Directors then elected and serving.

8. **Regular Meetings**. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

9. **Special Meetings**. Special meetings of the Board of Directors may be called by the president or a majority of the Directors upon THREE (3) days written notice to each Director, either personally, by mail, by facsimile or by other electronic transmittal. Except as may be otherwise expressly provided by statute, the Charter, the Declarations or these By-Laws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice.

10. **Quorum**. At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

11. **Agents and Delegation of Powers.** Except as otherwise prohibited by the Declarations or these By-Laws, the Board of Directors may delegate any of its powers to an Association Manager or Agent. Any such delegated powers shall be identified in writing maintained in the records of the Association. An Association Manager or Agent shall perform such duties and services with respect to the Association as the Board of Directors shall authorize.

12. **Voting.** No Director or Officer who is in default in the payment of any Common Expense, Imposition or other duly levied charge shall be entitled to exercise his right to Vote until he has cured such default. A Lot Owner shall be deemed to be in default, if he has not paid any Common Expense, Imposition or other duly levied charge to the Association, or its agent, within TEN (10) days after the due date thereof.

## ARTICLE VII. OFFICERS

1. **Number: Election: Titles.** The officers of the Association shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a secretary and a treasurer. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms, exercise such powers and perform such duties as shall be determined from time to time by the Board. Any TWO (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

2. **Compensation.** Board of Directors, Officers, or Members of the Association shall not be compensated in any way for their service or member of the Association.

3. **Term of Office, Removal.** Each officer of the corporation shall hold his office for the term of ONE (1) year. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

4. **President.** The president shall have general and active management of the affairs of the Corporation, shall see that all orders and resolutions of the Board are carried into effect and shall perform such other duties as the Board of Directors shall prescribe.

5. **Secretary.** The secretary shall attend all sessions of the Board of Directors and all meetings of the Members and shall record all votes and the minutes of all proceedings. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or president. If the secretary is not able to perform any duty as herein or otherwise provided, it is the sole responsibility of the secretary to delegate such duties until such time that the secretary resumes these duties. The secretary may prepare, execute, certify and record amendments to the Declarations on behalf of the Association provided such amendments are approved in accordance with the Declarations.

6. **Treasurer.** The treasurer shall have the custody of the corporate funds and securities,

shall keep full and accurate accounts of receipts and disbursements of the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. At the regular meetings of the Board or whenever they may require it, the treasurer shall render to the president and Directors an account of all transactions of the treasurer and of the financial condition of the Association. The treasurer shall perform such other duties as the Board of Directors may prescribe.

#### ARTICLE VIII. MISCELLANEOUS PROVISIONS

1. **Reserves.** The Board shall provide for such reserves as the Directors, in their discretion, determine proper to provide for contingencies, to repair or maintain any portion of the Development Property, or for such other purpose(s) as the Directors determine beneficial to the Association.

2. **Checks.** All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board may designate.

3. **Fiscal Year.** The fiscal year of the corporation shall be a calendar year.

4. **Seal.** The corporate seal, if any, shall be in such form as may be determined by the Board. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced for such use.

5. **Amendment.** Except as otherwise provided herein, the provisions of these By-Laws may be changed, modified or amended upon the affirmative Vote of not less than FIFTY-ONE PERCENT (51%) of the **Members present at a duly called meeting of the Association** or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in these By-Laws. However, any such change, modification or amendment that would change or delete any right, remedy, benefit or privilege afforded to the Declarant under these By-Laws shall require the consent of the Declarant in order to be effective.

6. **Indemnification.** The Corporation shall indemnify any current or former Director, officer, or employee of the Corporation against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty. The Corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a quorum, that it was in the interest of the Corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law or under By-Law, agreement, Vote of Members or otherwise.

7. **Inconsistencies**. In the event, these By-Laws shall be inconsistent with the Declarations, then the Declaration shall be controlling.

8. **Headings**. The headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matters to be construed in interpretation.

*[Remainder of Page Intentionally Left Blank]*

**CERTIFICATION**

**IN WITNESS WHEREOF**, The Declarant has caused this Declaration to be duly executed this the 13<sup>th</sup> day of March 2018.

Declarant: **Midway Land, LLC**

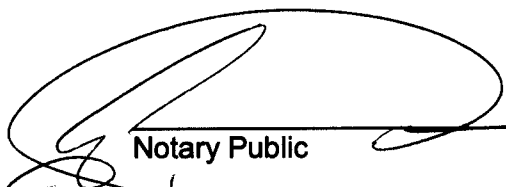
By:   
Ardavan Afrakhteh, Sole Member

**STATE OF TENNESSEE**

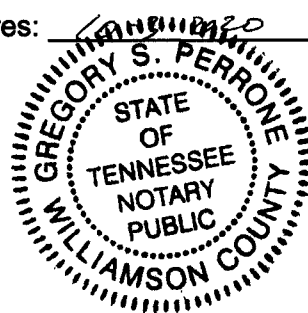
**COUNTY OF** Williamson

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Ardavan Afrakhteh**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the Sole Member of Midway Land, LLC, the within named Declarant, and that as such Sole Member, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the Declarant by himself as such Sole Member.

Witness my seal this the 13<sup>th</sup> day of March, 2018.

  
Notary Public

My Commission Expires: 10/20/2020



Heather Dawbarn, Register  
Rutherford County Tennessee  
Rec #: 949821  
Rec'd: 145.00 Instrument #: 2136177  
State: 0.00  
Clerk: 0.00 Recorded  
Other: 2.00 3/19/2018 at 9:05 AM  
Total: 147.00 in  
Record Book 1657 Pgs 3627-3655

Heather Dawbarn, Register  
Rutherford County Tennessee  
Rec #: 1056131  
Rec d: 15.00 Instrument #: 2283630  
State: 0.00  
Clerk: 0.00 Recorded  
Other: 2.00 6/24/2020 at 9:04 AM  
Total: 17.00 in  
Record Book 1920 Pgs 3946-3948

Prepared By:  
Gregory S. Perrone, PC  
109 Westpark Dr., Ste. 330  
Brentwood, TN 37027  
615-373-6910

**SUPPLEMENTAL DECLARATION  
(ANNEXING SECTION 3, PHASE 3)  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR FOREST RIDGE**

This Supplemental Declaration (Annexing Section 3, Phase 3) to Declaration of Covenants, Conditions and Restrictions for Forest Ridge ("Supplemental Declaration") is made and entered into as of this 23 day of June, 2020.

WITNESSETH:

WHEREAS, Midway Land, LLC ("Declarant"), has previously subjected certain property to the Declaration of Covenants, Conditions and Restrictions for Forest Ridge, recorded in Book 1657, Page 3627, in the Register's Office for Rutherford County, Tennessee (the "Declaration"); and

WHEREAS, pursuant to Article 10 of the Declaration, Declarant has the right to subject to the provisions of the Declaration all or any portion of the Additional Property as that term is defined in the Declaration (as amended);

WHEREAS, Declarant desires to subject to the provisions of the Declaration of Forest Ridge, Section 3, Phase 3 which are more particularly depicted on *Exhibit "A"* attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant, being empowered so to do hereby amends the Declaration as follows:

1. Amendment. The Declaration is amended subject to the provisions of the Declaration of Forest Ridge, Section 3, Phase 3, which are more particularly depicted on *Exhibit "A"* attached hereto, said property, being part of the same property conveyed to Declarant by deed recorded in Record Book 1665, Page 2513, Register's Office for Rutherford County, Tennessee. The annexed property is deemed submitted to the provisions of the Declaration effective on the date of the recordation of this instrument with the Register's Office of Rutherford County, Tennessee.
2. Ratification. In all other aspects, the Declaration is ratified and confirmed.

IN WITNESS WHEREOF, Midway Land, LLC has caused this Supplemental Declaration to be executed as of the day and date first above written.

DECLARANT  
MIDWAY LAND, LLC,  
a Tennessee limited liability company

By: [Signature]  
Name: Ardavan Afrakhteh  
Title: Chief Manager

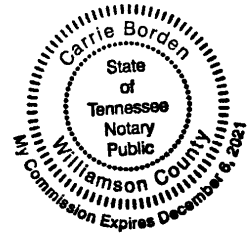
STATE OF TENNESSEE  
COUNTY OF Williamson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared, Ardavan Afrakhteh Chief Manager of Midway Land, LLC, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be Chief Manager of Midway Land, LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by the said Ardavan Afrakhteh as Chief Manager of Midway Land, LLC.

Witness my hand and official seal, at office in Brentwood, Tennessee, this 23rd day of June, 2020.

Carrie Borden  
NOTARY PUBLIC

My commission expires: 12/6/21



**EXHIBIT "A"**

**SECTION 3 PHASE 3 FOREST RIDGE**

All of the land in Rutherford County, Tennessee, as shown on the Plan of Final Plat Section 3, Phase III, Forest Ridge Subdivision, of record in Plat Cabinet 43, page 265, Register's Office for Rutherford County, Tennessee, to which reference is hereby made for a more complete description.

Being part of the same property conveyed to Midway Land, LLC, a Tennessee limited liability company, by Deed from Land Development.com, Inc., a Tennessee corporation, dated April 6, 2018, of record in Record Book 1665, page 2513, Register's Office for Rutherford County, Tennessee.

