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This Document Prepared by:
 CHARLES PATTERSON
 ATTORNEY AT LAW
 1023 OLD HUMBOLDT ROAD
 JACKSON, TN 38305

Declaration of Covenants, Conditions, Restrictions,
 and Provisions for Homeowner's Association for:

Crosswynd Subdivision

A Planned Residential Subdivision

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CROSSWYND Subdivision - Section 1

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set fourth by the undersigned Crosswynd Partners, a Tennessee General Partnership, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Medina, County of Gibson, State of Tennessee, which is more particularly described in Exhibit "A", attached hereto and made a part hereof, to be known as Section I of Crosswynd Subdivision; a plat of which appears in the Register's Office of Gibson County, Tennessee, in **Plat Book D, Page 170**, and

WHEREAS, Declarant will convey the said property, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

WHEREAS, Declarant has option and intends to purchase certain property shown in Exhibit "B" which Declarant intends to be future Development of Crosswynd Subdivision:

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, of enhancing and protecting the value, desirability, and attractiveness of the property. These easements, covenants, restrictions and conditions shall run with the property and shall be binding on all parties having or acquiring and right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

FURTHER, Declarant reserves the right, but not the obligation, to impose these covenants, conditions and restrictions, subject to variation, if necessary in Declarant's sole judgment, on the property described in Exhibit "B" and to, at its option, require lot owners for the property described and/or shown in Exhibit "B" to be members of the Association.

ARTICLE I. DEFINITIONS

Section 1. "Association:" shall mean and refer to Crosswynd Homeowners' Association, its successors and assigns, whether or not in corporate form.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association. Also at Declarant's option the property described and/or shown in Exhibit "B" may become part of the "property" described in Exhibit "A". The Declarant expressly reserves the right to bring the property described and/or shown in Exhibit "B" into the Association or not, and further reserves the right to alter or change the restrictive covenants to apply to the property in Exhibit "B".

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The entrance, walls, privacy gates, fences and/or barriers around the perimeter of the tract described as Exhibit "A", the retention pond within the tract, and any area dedicated as Common Area on the original plat submitted to the planning commission and recorded in the Register's Office of Gibson County, Tennessee.

Ownership of a Lot hereunder shall include an undivided pro-rata interest in the Common Area owned by the Association.

The Declarant shall have the right and option to dedicate the retention pond or any part of it, and any other additional Common Area on the recorded plat and to dedicate Common Areas in possible future sections of Crosswynd described and/or shown in Exhibit "B" by conveying or dedicating those areas on a recorded plat(s) in the future.

Section 4. "Lot" shall mean and refer to a Lot shown on the above-referenced recording, and all amendments and re-recording thereof, and improvements on said Lots, and any lots shown on future sections of Crosswynd Subdivision, as shown at Exhibit "B", if Declarant opts to include the property shown in Exhibit "B".

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Crosswynd Partners, its successors and assigns, if such, successors and assigns should acquire the remaining portion of the property from the Declarant for the purpose of development.

Section 8. "Dwelling" shall mean and refer to a single family residence constructed on any portion of a lot or lots.

Section 9. "Builder" shall mean and refer to the general contractor responsible for constructing a single family residence on any portion of a lot or lots.

Section 10. "Architectural Committee" shall mean and refer to the Architectural Control Committee and members thereof as established in Article VI.

ARTICLE II.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

ARTICLE III.

CLASSIFICATION OF MEMBERS

Members shall be divided into two classes denominated as Class A Members and Class B Members, defined as follows:

Class A Members shall be Owners as defined in Article II, with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Article I. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B Members(s) shall be the Declarant, who shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article II. The Class B membership shall cease and be converted to Class A membership upon the first to occur of the following: (a) Ninety percent (90%) of the lots are sold in the platted Subdivision shown in Exhibit A; or (b) December 31, 2023.

ARTICLE IV.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a). The right of the Association to limit the number of guests of members, in the use of the Common Area;
- b). The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to mortgage said property;
- c). The right of the Association to suspend the voting rights by a member for any period during which any assessment against his Lot remains unpaid, or during which a member is in violation of published rules, by-laws and regulations adopted by the Association Board of Directors;
- d). 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 unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes hereof has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days, nor more than 60 days, in advance of such dedication or transfer;
- e). The right of the Association to regulate the type of motorized and non-motorized vehicle parking on all Lots and Common Areas.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, or contract purchasers, all of whom must reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey title, subject to prior encumbrances, to the Common Area shown on any Subdivision Plat to the Association by noting such areas on the Subdivision plat prior to the conveyance of the first lot, and the Declarant reserves the right and the option, in the event the property described in Exhibit "B" is developed as future sections of Crosswynd, for those lot owners to have rights in the common areas and to be members of the Association.

ARTICLE V.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, is excluded from any special or monthly assessments until December 31, 2023. Every other owner of any Lot, at the time of acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments and dues as established in Section 4 below, to be set by approval of a majority of the total votes cast at each annual meeting of the Association, and (2) special assessments for capital improvements or repairs, such assessments to be fixed, established and collected from time to time as necessary and approved as stated in Section 5 below. The annual and special assessments, upon the land, together with such interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due; and if the obligation is not promptly paid, the Association shall have the right to file a written lien which shall attach to the owner's property, the lien to be filed in the Register's Office of Gibson County, Tennessee.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, its services and facilities, as related to the use and enjoyment of the Common Area. They are to provide for maintenance and general upkeep of the entrance (mechanical privacy gates & keypad, guard house, brick wall, fences, landscaping, lighting, mowing, associated utilities, insurance, etc.), any commons areas (retention ponds, wall around retention pond, pond chemicals, associated fountain(s), liability insurance, etc.), private streets, and ornamental street signs. Each lot owner in the Subdivision shall be responsible for their lot's pro-rata share of the dues, fees, and charges necessary to maintain the Association and areas mentioned above.

Section 3. Initiation and/or Transfer Fees. Initiation and/or transfer fees of One Hundred Dollars and no/100 (\$100.00) per lot, due upon transfer of lot from Declarant/Builder to Owner (initial Homeowner), and from Owner (the initial Homeowner) to any subsequent Owner/Member.

Section 4. Basis and Annual Assessments. The annual assessment provided or herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area or the filing of the final plat. The initial annual assessment (beginning January 1, 2019) shall be Four Hundred Dollars and no/100 (\$400.00) per lot (until December 31, 2021), due upon purchase of lot from Declarant or Builder. The assessment shall be adjusted according to the number of months remaining in the calendar year. The Declarant (including the individual partners personally) and the Builders are exempt from paying Homeowner's Association dues on any vacant lots under their ownership.

Subsequent to December 31, 2021, the Owners by majority-vote will fix (adjust) the annual assessment at an amount necessary to provide for the requirements hereof and for the welfare of the Association, at the annual meeting.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 & 5. At any meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming, at any meeting, an adjourned meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such adjourned meeting shall be one-half of the required quorum at the preceding meeting. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Members of the Association shall fix (adjust) the amount of the annual assessment period, as stated in Section 4 above. Written notice to the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest allowable in the State of Tennessee, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except those owned by the Declarant until December 31, 2023, as outlined previously.

ARTICLE VI.

ARCHITECTURAL CONTROL

Section I. Architectural Control Committee. An "Architectural Committee" is hereby established. The initial Committee shall consist of Shane E. McAlexander, R. Joel McAlexander, and one additional individual to be named by Developer, who shall serve for a period of ten years, unless they resign from the Committee by written notice to the Board of Directors of the Association. Upon the expiration of ten years from the date hereof, or the earlier resignation of Shane E. McAlexander, R. Joel McAlexander, or designated parties, the Board of Directors of the Association shall then appoint the Architectural Committee, which shall be composed of three or more individual lot owners. The affirmative vote of a majority of the membership of the Architectural Committee shall be required to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorization contained herein.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. With the exception of Declarant, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto or permitted to remain on any of the Lots within Crosswynd Subdivision, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which materially changes the exterior appearance thereof, including, but not limited to re-painting, additions, re-roofing, or landscaping, without the written consent of the Architectural Committee. Plans and specifications on all construction shall be submitted for approval and shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include:

- a.) A set of architectural plans, showing the exterior (front, rear and side) elevations, including shape, height, materials and color scheme.
- b.) Site plan of the Lot showing the nature and location with respect to said Lot (including front, rear and side setbacks) of all structures, fences or barriers and location of all parking spaces and driveways on the Lot and,
- c.) Grading and drainage plan with arrows showing direction of runoff must to be approved in writing by Declarant prior to commencement of construction.
- d.) Landscaping plan

Specific architectural elements that *must* be reviewed by Declarant are:

- Floor Height – Every single-family dwelling shall have a minimum 1st floor ceiling height of nine feet (9 ft. perimeter studs minimum).
- Shutter size, shape & material – Any shutters should be of similar shape and size to the adjacent window(s) so if hinged, the shutters would actually close to cover the window(s).
- Column Materials – Columns over ten (10) feet in height must be of fiberglass construction unless otherwise approved by Declarant in writing.
- Column Size – Columns should be at least one (1) inch wide for each one (1) foot of height unless otherwise approved by Declarant in writing.

The Architectural Committee will evaluate each application for total effect, including the manner in which the home-site is developed. This evaluation relates to matters of Judgment and Taste which cannot be reduced to a simple list of measurable criteria.

It is possible therefore, that a *proposed* improvement might meet individual criteria delineated in these covenants and still not receive approval, if in the sole judgment of the Architectural Committee, its *overall aesthetic impact* is unacceptable.

Approval of any such plans and specifications shall be final as to that lot only, and such approval may not be revoked or rescinded thereafter, provided that the plans and specifications as approved and any condition(s) attached to any such approval have been adhered to and complied with in-regard to all structures, fences, or barriers on and uses of the lot in question. No construction on any lot may be commenced without first obtaining said written approval of the Architectural Committee. Once written approval has been obtained, construction on the lot must conform to the approved plans.

In the event the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after the submission, the applicant shall submit the plans to the undersigned Declarant for approval or disapproval and if no approval or disapproval is issued by the Declarant within fifteen (15) days, the same shall be deemed to have been approved as submitted and no further action on the part of the applicant shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained upon any Lot otherwise than in accordance with plans and specifications approved by the Architectural Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein and upon written notice from the Architectural Committee any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot, shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its Officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Register's Office of Gibson County, Tennessee.

Any agent of Declarant or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In the event any Lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Declarant and/or Architectural Committee or other such consents as required by law, or any lot/home owner violates any of these recorded restrictions, said Owner shall be liable to the Declarant, Architectural Committee, and/or Homeowner's Association for a liquidated damages penalty in the amount of up to \$5,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions.

ARTICLE VII.

RESTRICTIONS

The Declarant does hereby impress upon said property and upon each and all of the lots into which the same has been subdivided as provided by the plat of the following covenants and restrictions:

Provisions primarily regarding **Home Builders**, ("Builder") although Homeowners ("Owners") must comply:

1. ANY VARIANCE from these restrictive covenants permitted herein by approval of the Declarant, whether specified or not, is to be APPROVED IN WRITING BY Declarant.
2. The Declarant shall have the right to prohibit certain Builders from constructing residences on any Lot, based upon past problems with respect to such Builders, with can include, without limitation, the construction of unapproved field modifications, inadequate response to the Architectural Committee and/or failure to comply with Restrictive Covenants.
3. Any dwelling erected on any residential lot shall have an **interior heated floor area** (whether single-level or split) **of at least 2,700 square feet**, said minimum interior heated floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings; provided however, that a one and one-half (1-1/2) or two (2) story dwelling may have a minimum interior heated ground floor area of 1,400 square feet if such one and one-half (1-1/2) or two (2) story dwelling has a total interior heated floor area (exclusive of open porches, breezeways, garages and accessory buildings) of at least 2,700 square feet.
4. Every single-family dwelling erected on any lot in the Subdivision shall be constructed of brick, masonry or other permanent type construction. Each dwelling shall have an **exterior of a minimum of 80% brick, stone, hardie board, stucco, EIFS (Dry-vit) and/or material of like fashion** (of different type & appearance than immediately adjacent homes.) Any other exterior material shall be specifically approved in writing by the Declarant.
5. No exterior of any dwelling shall be constructed of vinyl or aluminum siding, except that vinyl and/or hardy plank may be used to cover soffit, fascia, or rear gables (except on corner lots). Dormers, gables, etc. covered with cedar shakes, vinyl cedar shakes, HardiPlank, and/or similar material shall be specifically approved in writing by Declarant and/or the Architectural Committee.

No exterior walls may be constructed of imitation brick. All exterior materials must be new, except that used brick, stone or ornamental objects may be used if approved in writing by the Declarant.

No temporary residence or other temporary structure shall be placed on any lot. No mobile or modular homes or previously used dwelling or accessory buildings shall be placed in the Subdivision.

No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision.

6. No part of any dwelling or accessory building on any lot within the Subdivision shall be located within **40 ft. of the front property line** of the lot. Provided however, that if there is any conflict between such 40 foot minimum front setback line and any front setback line shown on the recorded plat of the lot, then such plat setback line shall control unless approved in writing by Declarant. No part of any dwelling shall be located within 10 feet of the side or within 25 feet of the rear property line of any lot.
7. Roof Pitch of the front elevation of any dwelling erected in the Subdivision shall be **at least 12/12** unless otherwise approved in writing by Declarant. Architectural Shingles or a material approved in writing by the Declarant shall be used on any dwelling in the subdivision.
8. Every single-family dwelling erected in the Subdivision shall have fully enclosed garage(s) which are of sufficient size for at least **two (2) vehicles**.

The primary two (2) or three (3) car garage(s) may **NOT** open to the front of the house facing the street. However, an additional one (1) or two (2) car garage facing the street with a "decorative" type door may be specifically approved in writing by the Declarant and/or Architectural Committee.

On corner lots, the primary garage may **NOT** open facing EITHER street, unless specifically approved in writing by the Declarant and/or Architectural Committee.

On all lots, the garage/driveway must be located on the far side of the lot when approaching said lot from the Subdivision entrance, unless otherwise approved in writing by the Declarant.

9. No single-family dwelling erected on any lot in the Subdivision shall exceed two and one-half stories in height (exclusive of basement).
10. All driveways shall be poured with washed or stamped/colored concrete or constructed with paver bricks. The use of gravel or asphalt is specifically prohibited, except as a base to the concrete drive.
11. All exterior windows of any dwelling erected in the Subdivision shall be of vinyl, wood, vinyl-clad or aluminum-clad construction, unless otherwise approved in writing by Declarant. Aluminum windows are expressly prohibited.
12. All lots in the Subdivision shall be used for private, residential purposes only; provided, however, the Declarant shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes.
13. No lot in the Subdivision shall be subdivided into smaller lots, however property lines may be moved provided the remaining lots meet all covenants and zoning requirements. A vacant lot may be used to access adjacent land for future development if specifically approved in writing by Declarant.
14. Any lot sold by Declarant, shall be kept in good, neat condition until construction begins. Thereafter, the owner and/or contractor shall exercise care to maintain a neat appearance of the property during construction.
15. During the period of actual construction of a single-family dwelling on a lot, the owner thereof shall require all primary and sub-contractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash, silt and other construction debris. Construction debris shall not be permitted to remain upon any Lot. If the Declarant is fined or forced to clean up the street, the owner/contractor responsible shall reimburse the Declarant for all related costs.
16. Any damage caused by construction to any adjacent Lot or Commons Area is the responsibility of the Homebuilder / Lot Owner that is causing the damage.
17. Construction of any single-family dwelling erected on any lot in the Subdivision shall be completed within twelve (12) months of the beginning of construction of said dwelling.

Provisions primarily regarding **Homeowners** (“**Owners**”) although “**Builders**” must also comply:

18. No lights of size or design similar to city street lights may be erected or installed on any lot within the Subdivision. Exterior security or spot lights shall not shine directly towards adjacent lots or the private roads.
19. Each property owner shall at his/her sole expense, obtain, erect and maintain an ornamental "CROSSWYND" iron mail box in accordance with the type, model and specifications approved by the Declarant, and no mail box or receptacle of any other type or design will be allowed.
20. At a minimum, landscaping shall include plantings on the front and side elevations, and Bermuda or Zoysia sod front and side yards, unless otherwise approved in writing by Declarant and/or Architectural Committee.
21. Each yard must be maintained under a Weed Control Contract (or equivalent) with a reputable company or individual that specializes in lawn care and weed control services.
22. Each lot Owner shall maintain the exterior of all buildings and improvements on his/her Lot in a good and workmanlike manner and shall present a neat and clean appearance upon the Lot including repainting, repairing, and/or replacing: roofs, gutters, downspouts, exterior building surfaces (brick, hardie board, siding, trim, etc) , and caring for: trees, shrubs, grass, and other exterior improvements and shall do nothing on a Lot that renders it *unattractive, unsightly, or a nuisance* to the Subdivision.

Should the homeowner desire to repaint the exterior of the house or any portion thereof (front door, trim, shutters, gutters, downspouts, garage doors, etc.), the new color must be neutral and shall be specifically approved in writing by Declarant and/or the Architectural Committee, as set forth in Article VI.

Additionally, if the Declarant and/or Architectural Committee feels any such conditions could affect existing and/or future home sales, the offending lot owner(s) will be notified by the Declarant/Architectural Committee of any violation and/or fines, and given 30 days written notice to correct said nuisance, thereby avoiding said monetary penalty as set forth in Article VI.

23. All fencing will be of similar DESIGN, MATERIAL, HEIGHT & CONSTRUCTION to the CROSSWYND Subdivision **vinyl “commercial quality”** entrance fence, unless specifically approved in writing by the Declarant and/or Architectural Committee. Additionally, black wrought iron or aluminum fences six (6) feet in height or **CEDAR** stockade fence with the posts not visible from the street(s), and of Declarant approved style/construction will be permitted, depending on location. However, four (4) foot wrought iron or aluminum fences may be allowed as pool enclosures only (at least 5 ft. off property line), if approved in writing by the Declarant and/or Architectural Committee.

All fencing STAIN or PAINT COLORS, alternate design, materials, construction, and/or location must be approved in writing by Declarant and/or Architectural Committee.

No fence will be allowed beyond the front setback line of any lot (or beyond the front of the house, unless approved by the Declarant or Architectural Committee). No fence on any corner lot shall extend past the minimum side setback requirement of either street, unless approved by the Declarant or Architectural Committee. **Chain link fences and wood PINE fences are expressly prohibited.**

24. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling unit and other buildings or structures customarily used as "outbuildings" or pool-houses for a single-family dwelling, and which are, additionally, of a *permanent* nature, of *similar* design and construction to the single-family dwelling and are *specifically* approved in writing by the Declarant or Architectural Committee. No temporary buildings shall be permitted.
25. The total ground area occupied by a dwelling and accessory building(s) on any lot shall not exceed 35% of the total area of the lot.
26. Tennis courts, basketball courts, batting cages and any other similar additions or improvements (including any associated lighting, nets, fences, etc.) which in any way service the main dwelling shall be approved in writing by the Declarant and/or Architectural Committee.
27. Playground equipment, etc. is NOT to be visible from the street *unless* otherwise approved in writing by Declarant. All playground equipment over eight feet in height will be maintained within an approved privacy fence or sufficiently screened by landscaping and must be specifically approved for location in writing by Declarant or Architectural Committee.

28. Any television or other satellite receiver larger than 18 inches in diameter shall be located in the rear yard of the Lot within an approved privacy fence. *Direct TV, Dish Network* or similar type dishes (18" or less in diameter) **may NOT be mounted to the front or sides of the dwelling (or any ancillary improvement)** where **visible from the front street** (unless approved in writing by the Declarant and/or Architectural Committee due to extenuating circumstances). Additionally, only one (1) dish may be visibly mounted to the dwelling.
29. No photovoltaic (solar) panels or similar equipment may be attached to the house without prior written approval of the Declarant and/or Architectural Committee. **Any renewable energy equipment, including solar panels, visible from the front street is expressly prohibited.**
30. All swimming pools must be approved for:
 - a. Location (they are not allowed in drainage or utility easements)
 - b. Where the removed dirt will be hauled or placed
 - c. The drainage away from the pool deck (and how it affects neighbors)
 - d. The elevation of said pool & deck as to how it will affect neighboring yards
 - e. Backwash location and design, especially salt-water pools, as the salt water kills downstream vegetation

NO ABOVE GROUND POOLS, whether temporary or permanent, shall be placed on any lot in the Subdivision.

31. No trailers, boats, motorcycles, atv's, campers, or related types of vehicles or instrumentalities, shall be permitted on any lot within the subdivision, *unless* stored at all times within a privacy fence, an enclosed garage or other permanent accessory building otherwise permitted under these restrictions, and **NOT visible** from the street or adjacent residences.
32. No recreational vehicles, (RV's, buses, etc.) or commercial vehicles larger than a pickup truck shall be allowed on, or in front of, any lot in the Subdivision, *unless* same is maintained within an enclosed garage. Nothing herein contained is intended to prohibit commercial vehicle access to any lot within the Subdivision for purposes of rendering commercial services for the benefit of such Lot owner. No inoperable, for sale, or damaged vehicle(s) shall be parked or maintained on, in, or about any lot, unless said vehicle is wholly contained within an enclosed garage area.
33. No trash containers will be permitted unless they are screened by fencing or shrubbery from public view. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.
34. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street.
35. No foil, sheets, reflective materials, paper or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purposes. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the house.
36. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an *annoyance* or *nuisance* to the Subdivision or other Lot owners.
37. No fowl, livestock, or other animals, except such customarily domesticated animals as dogs and cats, shall be kept stabled or penned on any lot or brought onto any lot, and all such animals must be confined on said lot in accordance with local ordinances and state laws.
38. All electrical service lines, telephone lines and cable TV lines shall be located underground. The owners of the lot over which telephone lines, etc., are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that the Declarant shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.
39. Any heating or cooling system for a structure on any lot which is of a type that uses a water source heat pump, or similar device, must drain into a dry well and meet all governing authority's regulations pertaining to same. No window air conditioning unit shall be installed in any residence or ancillary building.

40. "For Sale by Owner" signs and signs of similar size and nature must be specifically approved in writing by Declarant or Architectural Committee. The intent is to restrict the long-term (60 days or more) use of home-improvement store and/or home-made type/quality signs.
41. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or the recover damages thereof, or both. In the event the Declarant, Architectural Committee or individual Lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying Lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Declarant, Architectural Committee, or Lot owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
42. These restrictive covenants may be amended at any time with a vote of 80% of the Members, as established in Article II and Article III.
43. The Declarant has the absolute right to waive or release a lot from a particular restriction or covenant, if in the Declarant's sole judgment, such a waiver or release is necessary and will not materially damage or diminish the Subdivision. Declarant shall have the right to execute or grant such a release or waiver in writing in recordable form.
44. The Declarant has no obligation to enforce the Restrictive Covenants, or maintain entrances or other areas in the subdivision after the Homeowners Association has assumed responsibility for those items. The Declarant, Architectural Committee and/or any Lot owner has the right to enforce the Restrictive Covenants, but no party has the obligation to enforce the Restrictive Covenants.
45. The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in CROSSWYND Subdivision – Section 1, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument, after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Gibson County, Tennessee.

ARTICLE VIII

EASEMENTS

Section 1. Easements for Utilities, Pond Maintenance and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or right-of-way for sewer lines, electrical cables, telephone and other communication cables, internal and external wiring and antennas, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Residential Community as may be considered necessary, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation of the health, safety, convenience and/or welfare of the Owners of the Lot and the Declarant.

Section 2. General Easement. The Declarant, so long as it shall retain record title to any Lot or the Common Areas, and the Association, reserve the right and easement to the use of the Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Areas.

Section 3. Ingress and Egress. There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing, and maintaining all phones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to construct and maintain the necessary underground lines and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under the roofs and exterior walls for said dwellings. An easement is further granted to all police, fire protection, ambulance, and all similar persons to enter upon the street and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any lots to perform the duties of maintenance and repair of the dwelling or Common Area provided for herein.

Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 5. Dedication. By a majority vote of lot owners acting through the duly organized Homeowners' Association, a dedication to public use may be made at anytime of all or any portion of the streets or roads within the property. Such dedication shall be effected by the recording in the Register's Office of Gibson County, Tennessee, of an instrument in writing accepted by the governmental entity in which such streets or roads are located. Such dedication shall not be accepted unless and until each such street or road conforms to the then prevailing Subdivision Regulations of the Medina Planning Commission. The expense of the improvements required to meet such specifications shall be borne by the Property Owners Association.

Until such dedication is accepted, the Property Owners Association, which shall consist of all landowners, shall have the sole responsibility and authority to determine the need for and extent of maintenance and repair of all roads within the development, and shall have the sole authority to employ contractors or others to perform the needed maintenance and repair work; and shall have general supervision and control over all maintenance and repair work.

Section 6. Perimeter, Common Fence and Wall, Retention Pond and Retention Pond Retaining Wall. The Declarants have constructed a Perimeter Common Fence, Privacy Gate, Entranceway and Wall, Retention Pond, and may construct a Retention Pond Retaining Wall (or equivalent), which is shown on the Schematic Plat. The Property Owners Association shall have the obligation for the general upkeep and maintenance of these items, for normal wear and tear, as well as insuring these items as appropriate. In the event any damage is caused to these items by an individual lot owner, his or her residents, guests, or invites, the cost of the repair for the damage shall be the sole responsibility of the individual lot owner. In the event the lot owner does not make the required repair the Property Owners Association have the right to make the repairs it deems necessary and to charge those repairs to the individual lot owner responsible and collect it in accordance with the By-Laws of the Association.

ARTICLE IX

EFFECTIVE DATE OF DECLARATION

These Covenants, Conditions and Restrictions are executed this the 31ST day of JANUARY, 2019, these Covenants, Conditions and Restrictions, along with the attached Bylaws become effective upon the recording of this document in the Register's Office of Gibson County, Tennessee.

IN WITNESS WHEREOF, the undersigned has caused the execution of these Restrictive Covenants on this the 31 day of January, 2019.

Declarant: CROSSWYND PARTNERS

BY:

R. Joel McAlexander
R Joel McAlexander, Managing Partner

STATE OF TENNESSEE)
COUNTY OF MADISON)

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared R. Joel McAlexander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Managing Partner of Crosswynd Partners, the within named bargainer, and that he as such officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Officer.

WITNESSED BY HAND and Official Seal on this the 31 day of January, 2019.

My Commission Expires: 5.19.20

[Signature]
Notary Public

