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SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR RIVERBROOK

(including a horizontal property regime with private elements)

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THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR RIVERBROOK (the "Declaration"), made, published, and declared by Meritage Homes of Tennessee, Inc. (the "Developer") and any and all persons, firms, or corporations presently owning or hereafter acquiring any of the within described property.

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in Davidson County, Tennessee, described on Exhibit A hereto (the "Property");

WHEREAS, Developer previously recorded that certain Declaration of Restrictive Covenants for Evans Hill as Instrument Number 20210701-0089420 with the Register's Office for Davidson County, Tennessee (the "Original Declaration") which subjected the property identified therein located in Davidson County, Tennessee to the terms, conditions and restrictions contained in the Original Declaration, it being the intention of the Developer to develop a residential real estate subdivision located in Davidson County then called "Evans Hill" but to be renamed "Riverbrook;"

WHEREAS, Developer subsequently recorded that certain Amended and Restated Declaration of Restrictive Covenants, Conditions and Restrictions for Riverbrook as Instrument Number 20211112-0150682 with the Register's Office for Davidson County, Tennessee (the "Amended and Restated Declaration") which amended and restated the terms and conditions of the Original Declaration;

WHEREAS, the Developer desires to amend and restate the Amended and Restated Declaration to reflect the terms and conditions of this instrument to be recorded with the Register's Office for Davidson County, Tennessee (the "Declaration"); and

WHEREAS, pursuant to Section 8.3 of the Declaration, Developer has the right to unilaterally amend the Amended and Restated Declaration by virtue of the fact that Developer currently owns property within the development.

NOW, THEREFORE, in consideration of these premises, and other good and valuable consideration, the sufficiency is hereby acknowledged, Developer, being empowered so to do, and it being to the benefit, interest, and advantage of Developer and of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions, restrictions, assessments, and liens governing and regulating the use and occupancy of such property be established, fixed, and set forth and declared to be covenants running with the land, which shall be binding on all parties having or acquiring any right, title, or interest in or to the Property or any part thereof and which shall inure to the benefit of each Owner thereof, amends and restates the Amended and Restated Declaration as follows:

ARTICLE 1

DEFINITIONS

The following words, when used in this Declaration or any amendment or supplement hereto, shall, unless the context shall clearly require to the contrary, have the following meanings:

1.1 "Additional Phases" shall mean the additional acreage that may be added to the development in one or more Phases at the sole discretion of the Developer, together with the Common Areas as shown on the Plat amendment(s) to be filed in connection therewith.

1.2 "Association" shall mean and refer to Riverbrook Homeowners Association, Inc., a not-for-profit corporation organized and existing under the laws of the State of Tennessee, its successors and assigns. The Bylaws of the Association are attached hereto as Exhibit C.

1.3 "Common Area" or "Common Areas" shall mean and refer to any and all real property owned by the Association, and such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit, and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise, including any recreational areas, i.e., playgrounds or walking trails, which may be constructed initially by the Developer or thereafter by the Association. Common Areas with respect to the properties made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplementary Declaration(s) shall be shown on the Plat(s) of RIVERBROOK and designated thereon as "Common Areas" or "Open Space" or such comparable designation.

1.4 "Declaration" shall mean and refer to this Amended and Restated Declaration of Restrictive Covenants for RIVERBROOK applicable to the Properties that is to be recorded in the Office of the Register of Deeds for Davidson County, Tennessee, any amendments hereto and any Supplementary Declarations upon the creation of Additional Phases.

1.5 "Developer" shall mean and refer to Meritage Homes of Tennessee, Inc., an Arizona corporation having a principal place of business in Brentwood, Tennessee, its successors and assigns.

1.6 "Member" shall mean and refer to any person who shall be an Owner and, as such, a member of the Association.

1.7 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee interest in any Unit or portion of a Unit, excluding, however, those parties having such interest merely as security for the performance of an obligation.

1.8 "Occupant" shall mean and refer to any person or persons in possession of a Unit or home thereon other than an Owner.

1.9 "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

1.10 "Phase 1A" shall mean and refer to the portion of the Properties subject to the Declaration shown on the Phase 1A Plat.

1.11 "Phase 1B" shall mean and refer to the portion of the Properties subject to the Declaration shown on the Phase 1B Plat.

1.12 "Plat" shall mean and refer collectively to the Final Plat of Phase 1A of Riverbrook recorded as Instrument Number 20211015-0138705 with the Register's Office for Davidson County, Tennessee (the "Phase 1A Plat"), the Final Plat of Phase 1B of Riverbrook recorded as Instrument Number 20211119-0154025 with the Register's Office for Davidson County, Tennessee (the "Phase 1B Plat"),and any other plat depicting any portion of the Property which has been (or will be) recorded with the Register's Office for Davidson County, Tennessee, together with any amendments and supplements thereto (if any) recorded upon the creation of Additional Phases or upon the commencement of construction of additional sections within a previously submitted phase.

1.13 "Property" or "Properties" shall mean and refer to any and all of that certain real property described on Exhibit A hereto, depicted on Exhibit A-1 and any additional property annexed into that certain residential development in Davidson County, Tennessee commonly known as RIVERBROOK.

1.14 "RIVERBROOK" shall mean and refer to that certain residential community known as RIVERBROOK which is being developed on real property now owned by Developer in Davidson County, Tennessee, together with such additions thereto (if any) as may from time to time be designated by Developer whether or not such additions are contiguous with or adjoining the boundary lines of the first phase of RIVERBROOK as shown on the Plat.

1.15 "Rear Driveway Unit" shall mean all Units depicted on Exhibit A-1 hereto or on any other similar exhibit or document recorded with the Register's Office for Davidson County, Tennessee, by attachment to a Supplementary Declaration or otherwise, which depict Units with driveways in the rear which connect with alleys behind said Units.

1.16 "Successor Developer" shall mean and refer to any person (including any affiliate of Developer) who shall acquire the right to construct Additional Phases (as defined herein) adjacent to and able to be included in the general development plan of RIVERBROOK.

1.17 "Supplementary Declaration(s)" shall mean one or more supplementary declarations that may be recorded from time to time to create Additional Phases or to or to amend this Declaration as expressly permitted hereunder.

1.18 "Unit" shall mean and refer to any plot of land to be used for construction of a single residential dwelling within RIVERBROOK including any unit depicted on Exhibit A-1 hereto (as it may be amended from time to time), and any plot of land designated as a lot on a recorded final plat of any phase of RIVERBROOK which has been approved by the applicable governmental authority.

ARTICLE 2

PROPERTIES SUBJECT TO THIS DECLARATION

2.1 Initial Properties Subject to Declaration. The Properties shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Davidson County, Tennessee, and is more particularly described and shown on Exhibit "A" attached hereto and made a part hereof by this reference. RIVERBROOK is to be built in one or more Phases, each of which may comprise a number of sections for construction purposes (a "Construction Section"). The Properties shall consist of all real property shown on Exhibit "A" which shall be submitted to these Restrictions.

2.2 Additional Phases. Without further assent or permit, Developer and any Successor Developer hereby reserves the right, exercisable from time to time but not later than ten (10) years after the date hereof, or the date of any subsequently recorded Supplementary Declaration hereto (whichever is later), to subject to these restrictions all or part of contiguous property, in one or more Additional Phases, in order to extend the scheme of this Declaration and to bring such additional contiguous Properties within the jurisdiction of the Association. Developer's annexation rights under this section 2.3 are not contingent upon Developer owning any Units in existing phases of RIVERBROOK.

2.3 Supplementary Declarations. The additions herein authorized shall be made by filing of record one or more Supplementary Declarations in respect to the creation of Additional Phases or the addition of other Properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for its just share of the Association's expenses and shall also require the filing of such additional plats as are required for such sections in the Register's Office for Davidson County, Tennessee. Each Supplementary Declaration must subject the added property or additional Units to the conditions and restrictions contained herein.

2.4 Consent to Rezoning. Every Owner shall be deemed to have consented to any rezoning that may be necessary or desirable for the development of such property as part of RIVERBROOK. Owners of any Units in the additional property shall succeed to all of the rights and obligations of membership in the Association.

2.5 Extension of Development Rights to Adjacent Property. The Developer and any Successor Developer shall have the rights described in this Article 2, exercisable without approval of the Association or any other person or entity. The Developer or such Successor Developer shall have the voting rights as specified hereinafter with respect to any added Units, subject to the original limitations as to duration of weighted voting.

2.6 Construction Sections. The Developer may submit more unimproved property than is immediately anticipated to be used or improved to the terms and conditions of these restrictions, in order to insure and demonstrate its intentions with respect to such property and to assure that such property will be developed subject to the covenants and restrictions contained in this Declaration and such land shall initially constitute one Unit. No additional Units shall be deemed to have been created on such property until such time as the final plat approving such construction section has been approved and recorded in the Register's Office for Davidson County, Tennessee. At such time as the final plat is recorded, all Units depicted thereon, and Common Areas shown thereon, shall be owned and used in accordance with the terms of this Declaration.

2.7 **Association Rights**. The Association may not object to any annexation or new development plan on the grounds that existing Association facilities will be additionally burdened by the property to be added by the new development or that the type of home or size of Unit in any future construction differs from improvements within earlier phases of construction within RIVERBROOK, it being acknowledged that the developer has absolute discretion to determine the type and size of dwelling to be constructed within RIVERBROOK. Prior to the sale of any Unit in an additional Construction Section, the Developer may modify any preliminary plan to reconfigure Units or create additional amenities areas or Common Areas without the consent of any Owner.

2.8 **Withdrawal of Land**. Developer shall have the unilateral right, privilege and option, at any time and from time to time, reduce or withdraw from the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association any portion of the Property. Upon any such withdrawal and removal this Declaration and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the withdrawn portion of the Property. To withdraw land from the Property hereunder, Declarant will be required only to record with the Davidson County, Tennessee Register of Deeds, a notice of withdrawal of land which includes, recording references for this Declaration, a statement that the provisions of this Declaration will no longer apply to the withdrawn land, a legal description of the withdrawn land.

2.9 **Declaration of Riverbrook as a Horizontal Property Regime With Private Elements.** The Developer, being the owner of the Property which is depicted on **Exhibit "A-1"** hereto, or any amendment or supplement thereto, intends to and does hereby submit said Property together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging to, or in any way pertaining thereto, to the provisions of the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101 et seq. (the "Act"), for the express purpose of establishing thereon a horizontal property regime with private elements to be known as Riverbrook, for the mutual benefit of all future owners or occupants of the Property or any part thereof. All future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property. The Association shall serve as and is deemed to be the townhouse corporation required by Tenn. Code Ann. § 66-27-103(b).

(b) Exhibit A-1 shall set forth the numbers, areas, locations, and other data required by the Act.

(c) The legal description of each Rear Driveway Unit shall consist of the identifying number of such Unit as shown on Exhibit A-1 (and on any similar exhibit to a Supplementary Declaration). Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Rear Driveway Unit by its identifying number as shown on Exhibit A-1, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Rear Driveway Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Owner's Rear Driveway Unit to be separated into any tracts or parcels different from the whole Rear Driveway Unit as shown on Exhibit A-1.

ARTICLE 3

ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

3.1 Single-Family Residential Construction. No building or other structure shall be erected, altered or permitted within RIVERBROOK other than one (1) single-family residential dwelling not to exceed three (3) stories in height which shall have a minimum of One Thousand Seven Hundred Fifty (1,750) square feet of heated, floor living area, exclusive of open porches, patios, garages and breezeways. A residential dwelling may also have an attached private garage which shall not exceed the main dwelling in height, and which shall have no more than two garage doors which face the street from the front of the house. All structures within RIVERBROOK shall be constructed in accordance with applicable local governmental building requirements and the requirements of this Declaration.

3.2 Approval of Plans.

(a) No construction, reconstruction, remodeling, alteration, or addition of or to any structure, building, fence, wall, drive, or improvement of any nature shall be constructed or undertaken without obtaining the prior written approval of Developer, its successors or assigns, as to the location, plans, and specifications therefor. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, two (2) complete sets of building plans and specifications shall be submitted. So long as Developer owns one or more Units within the Properties, Developer shall be the sole arbiter of such plans and may withhold its approval for any reasons, including purely aesthetic reasons. It is expressly acknowledged that construction undertaken by Developer shall be conclusively deemed to comply with the foregoing. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans.

(b) At such time as Developer divests itself of all Units within the development (or at such earlier time as Developer, in its sole discretion, determines), the rights of Developer provided by this Section 3.2, including without limitation the right of approval of plans for further construction, reconstruction, remodeling, alterations, and additions, shall thereafter vest exclusively in the Association and in its Board of Directors, or such committees of the Association as shall be appointed by its Board of Directors.

(c) Developer, the Association, its Board of Directors and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event that the Developer or the Association fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Approval or disapproval by the Developer or the Association shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this paragraph 3.2, or elsewhere in this Declaration to the contrary notwithstanding, the Developer (or the Association, as the case may be) is hereby authorized and empowered, at their sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement within RIVERBROOK and of the size and location of any such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Properties and the improvements as a whole; provided, however, such modifications and deviations must comply with all applicable ordinances and regulations established by

local governmental entities or bodies with jurisdiction over RIVERBROOK.

Developer may require the submission of such documents and items, including as examples, but without limitation, written requests for and description of the variances requested, plans, specifications, plot plans and samples of material(s), as it shall deem appropriate, in connection with its consideration of a request for a variance. If Developer shall approve such request for a variance, they shall evidence such approval, and grant permission for such variance, only by written instrument, addressed to the Owner of the Unit relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved outbuilding), and signed by Developer. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from the Developer or (ii) failure by Developer to respond in writing to the request for variance. In the event the Developer shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of this section that no variances be available except at the discretion of Developer, its successors and assigns.

Developer (and following turnover of control, the Association) may establish and modify from time to time design guidelines which are consistent with the terms of this Declaration, and which shall govern the design and location of improvements within RIVERBROOK.

3.3 Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications therefor, approved by Developer as provided in paragraph 3.2 above.

3.4 Improvement and Setback Restrictions. No building or structure, or any part thereof, shall be located nearer to the front property line, the rear property line, or any side property line than the minimum building setback lines required by the City of Nashville, Tennessee and as may be shown on the recorded plans. For purposes of determining compliance with this requirement, porches, wing walls, eaves, and steps extending beyond the outside wall of a structure shall be considered as a part thereof. No encroachment upon any utility easements reserved on the Plat shall be authorized or permitted.

3.5 Re-subdivision of Units. No Unit shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Unit, unless such re-subdivision is approved by the Developer, as well as any governmental authority having jurisdiction. Developer, however, shall have the right, but not the obligation, to re-subdivide into Units, by recorded plat or in any other lawful manner, all or any part of the Properties, and such Units, as depicted on approved and recorded amended plats, shall be subject to this Declaration as if such Units were originally included herein. Any such re-plat must comply with applicable re-platting ordinances, statutes, regulations and requirements.

3.6 Walls, Fences and Hedges. No wall, fence or hedge may be erected without the written approval of Developer granted in accordance with Section 3.2 hereof. Walls, fences and hedges are prohibited on Rear Driveway Units.

3.7 Roofing Material. The roof of any building (including any garage) shall be constructed or covered with architectural style shingles. Any other type of roofing material shall be permitted only in the sole discretion of the Association upon written request in accordance with Section 3.2 hereof.

3.8 Swimming Pools. Above-ground swimming pools are strictly prohibited. Below-ground pools are permitted only if approved by the Developer or the Association in accordance with Section 3.2 hereof.

3.9 Storage Tanks and Refuse Disposal. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the local Department of Public Works or its equivalent. Incinerators for garbage, trash, or other refuse shall not be used or placed on any Unit. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring Units, roads, streets, and open areas.

3.10 Clothes Lines. Outside clotheslines shall not be permitted.

3.11 Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to public view within RIVERBROOK; provided that this requirement shall not preclude the installation by Developer and/or any builder of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by Homeowners of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by the Association or the Developer (as the case may be). Homeowners may display "For Rent" or "For Lease" signs, not larger than 24 inches x 24 inches. The Association shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Homes, following written notice and a minimum of five (5) days to comply. In the event of non-compliance by the real estate agent and/or Owner, the Association reserves the right to remove a non-compliant sign and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

3.12 Use of Temporary Structures. No mobile home, camper, trailer, basement, tent, shack, garage, barn, utility shed, structure of a temporary character, storage building or outbuilding of any description shall be erected, moved into RIVERBROOK or used at any time as a residence, nor shall any residence of a temporary character be permitted. No structure of any kind except a permanent dwelling house may be occupied as a residence, and the outside of any dwelling house (including landscaping) must be completed before occupancy. The Developer or its assigns may use temporary structures as building or sales offices and for related purposes so long as Developer owns any property within RIVERBROOK.

3.13 Storage of Automobiles, Boats, Trailers and Other Vehicles. Boats, boat trailers, campers or disabled vehicles shall not be parked or stored for more than forty-eight (48) hours unless contained within a closed garage or otherwise completely screened from public view. No semi-tractors, tractor-trailers, buses, or other large commercial vehicles shall be parked within the Properties except as reasonably necessary for loading and unloading, providing delivery or repair service or as needed for construction or reconstruction work within the Properties. The foregoing shall not apply to construction vehicles of the Developer.

3.14 Outside Lighting. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building or elsewhere shall be permitted, except with the prior written approval of the Association.

3.15 Antennae and Satellite Dishes. All television antennae, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multichannel multipoint

distribution (wireless cable) services must be one (1) meter or less in diameter, must be located to the rear of a dwelling and not visible from the street (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Area. Television antennas must be located to the rear of the roof ridgeline, cable or centerline of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antenna may be erected on a wooden pole.

3.16 Window Units. All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning unit shall be placed such that it is visible from the street view of any dwelling.

3.17 Recreational Equipment. Except as approved by the Association in accordance with Section 3.2 hereof, no playground or other recreational equipment shall be erected, placed or maintained on the Properties except for that originally installed by Developer on Common Area.

3.18 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, mining operations, oil wells, tanks, tunnels, mineral excavations, shafts, derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon within RIVERBROOK.

3.19 Maintenance. Except as stated below with respect to Rear Driveway Units, all Units, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Unit shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. No Unit shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Unit in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Unit, repair, maintain and restore the same, mow, cut or prune such weeds, grass, trees and shrubbery and remove such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Unit in a neat, attractive, healthful and sanitary condition. In so doing, the Association shall not be subject to any liability for trespass or otherwise. All costs incurred by the Association under this section shall be charged against the Owner of such Unit as the personal obligation of such Owner and as a lien upon the Unit, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Unit shall be jointly and severally liable with the Owner for the payment of such costs.

Notwithstanding the forgoing, with respect to Rear Driveway Units, the Association shall keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. The Association may contract with one (1) or more landscaping services to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas and the portions of the Rear Driveway Units the Association is obligated to maintain.

3.20 Repairs of Damage, Destruction. In the event of damage or destruction to any structure located on the Properties, the respective Owner thereof agrees as follows:

(a) In the event of total destruction, the Owner shall promptly clear the Unit of debris and leave the same in a neat and orderly condition. Within 60 days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Developer or the Association, as the case may be, in accordance with Article 3 hereof and all of the terms of this Declaration.

(b) In the case of partial damage or destruction, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Developer or the Association, as the case may be, in accordance with Article 3 hereof. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days, from the date of the insurance adjustment.

(c) If the correction of a maintenance or repair problem incurred on one Unit necessitates construction work or access on another Unit, both Owners shall have an easement on the property of the other for such purpose. Each party shall contribute equally to the cost thereof, unless such work was necessitated by the fault of an Owner, in which event the Owners shall allocate such cost in proportion to the relative fault of the parties.

3.21 Use of Premises. Each Unit shown on the Plat shall be used only for private, single-family residential purposes and not otherwise. Notwithstanding the foregoing, Developer may maintain, as long as it owns property in or upon such portion of the Properties as Developer may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Developer may use, and permit builders (who are at the relevant time building and selling houses in the development) to use, residential structures, garages or accessory buildings for sales offices and display purposes, but all rights of Developer and of any builder acting with Developer's permission under this sentence, shall be operative and effective only during the construction and sales period within the area. This provision may not be amended, altered or repaired without the prior consent of the Developer.

3.22 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained within RIVERBROOK, except household pets such as dogs and domestic cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose. The owner of any pet shall keep the pet confined to the Unit at which said pet-owner resides or is a guest unless the pet is on a leash and accompanied by the pet owner or pet owner's designee. No pets shall be allowed to roam free. If, at any time, the Board of Directors determines that a pet has become a nuisance as a result of excessive or recurrent noise, damage to real or personal property of the Association or its Members, the deposit of bodily waste outside the Unit at which the pet-owner resides, or otherwise, the Association reserves the right to pursue immediate removal of the offending pet from RIVERBROOK, and the Association including an injunction from the Chancery Court for Davidson County, Tennessee, requiring the Unit Owner and any Occupant to remove the offending pet from RIVERBROOK. All costs incurred by the Association as a result of any enforcement proceeding commenced under this section, including reasonable attorney's fees, shall be recoverable from the offending Unit Owner and/or Occupant in the lawsuit.

3.23 Nuisances and Unsightly Materials. No house or other structure on any Unit shall be used for any business or commercial purpose. Each Owner or Occupant shall refrain from any act or use

of his Unit that could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried out upon any Unit. No motorcycle, motorbike, motor scooter, or any other unlicensed motorized vehicle may be operated on or in the Common Areas. No Unit shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Unit which will emit foul or noxious odors. Each owner or Occupant shall refrain from any activity or from maintaining anything or material that produces noise that disturbs the peace and quiet enjoyment of the Owners or Occupants of surrounding Units or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units provided it does not obstruct site distance, or access to a public or private street or pedestrian walkway, or encroach on a neighboring Unit without consent.

3.24 Hobbies and Activities. No illegal or inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall be pursued or undertaken on any part of any Unit or upon the Common Areas without the express written consent of the Association. . Such written consent shall be subject to any or all local and state law.

3.25 Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the surface of the streets shall be placed, planted or permitted to remain on any corner Unit within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines. The same limitations shall apply on any Unit within ten (10) feet from the intersection of a street property line and the edge of a driveway.

3.26 Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Unit. In the event of any conflict or overlap between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

3.27 Roads. It shall be obligatory upon all owners of the Units in this subdivision to consult with the Chief Engineer of the Highway Department or the Traffic and Parking Commission of Davidson County, Tennessee, or their equivalent before any driveways, culverts, other structures or grading are constructed within the limits of any dedicated roadway, and such placement or construction shall be done in accordance with the requirements of the said agencies applying to such roads in order that the roads or streets within the subdivision which would be affected by such placement or construction may not be disqualified for acceptance by the County into the public road system.

3.28 Easement for Roads. The right is expressly reserved to the Developer and Owners, their representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or other public ways as now, or hereafter may be, shown on the Plat(s), at such grades or elevation as they, in their sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys or public ways, they additionally, shall have an easement, not exceeding (10) feet in width, upon and along each adjoining Unit, for the construction of proper bank slopes in accordance with the specifications of the government body or agency having jurisdiction over the construction of public roads; and no Owner of any Unit shall have any right of action or claim for damages against anyone on account of the grade of elevation at which such road, street, alley or public way may hereafter by constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

3.29 On-Street Parking. Use of on-street parking spaces shall be limited to vehicles belonging to social guests of Owners (not to exceed twenty-four (24) consecutive hours), and vehicles

providing delivery service or performing repair or construction work within the Properties, but only for such periods of time as are reasonably necessary for loading and unloading, providing delivery service or to perform the repair, construction or reconstruction work within the Properties. The foregoing shall not apply to construction vehicles of the Developer.

3.20 Leasing. For purposes of this Declaration, the term "lease" shall be deemed to include any agreement under which a person other than the Owner occupies a Unit in exchange for money or any other consideration, including without limitation a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a lease with an option to purchase and a temporary occupancy agreement.

No Unit may be leased for a term of less than twelve (12) months. Leasing a Unit for a shorter term, including without limitation operating a boarding house, bed-and-breakfast establishment, motel, hotel, any other means of transient occupancy, and short-term rental of Units through AirBnB.com, VRBO.com or other similar websites, is strictly prohibited. Units must be leased in their entirety. Renting rooms or any portion of a Unit less than the entire Unit is strictly prohibited.

If a Unit Owner leases a Unit in violation of this Section, or if the occupant of a leased Unit violates any provision of the Declaration, the Association's Bylaws, Rules or Regulations, in addition to any other remedy to which the Association is entitled, the Association may declare the lease to be terminated and commence eviction proceedings against the tenant. In such proceedings, the Association shall be entitled to recover from the Unit Owner and the tenant all expenses of such proceedings incurred by the Association, including without limitation the Association's reasonable attorney's fees.

3.21 Yard Art, Flags. Statues, ornamental figures, ornamentation and any other yard art, regardless of size or color, may not be erected, placed or maintained on the exterior of any Unit or the Private Elements. Except for American flags of dimension three by five feet (3' x 5') or smaller which are flown in compliance with federal law, no flags may be flown or displayed on any Unit or the Private Elements.

ARTICLE 4

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every person or entity who is the Owner of record of a fee interest in any Unit shall be a Member of the Association, subject to and bound by this Declaration and the Association's Charter, the Bylaws of the Association and such rules and regulations as may be adopted by the Association. When any Unit is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, the Association membership as to such Unit shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 4.2 below. The voting rights of the membership shall be appurtenant to the ownership of the Unit.

4.2 **Voting Membership.**

Class A. Class A members shall be all Unit Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised in accordance with the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Class B member shall be the Developer and shall be entitled to cast votes equal to four (4) times the number of Units within the Properties, plus any other subdivided parcels of property located on contiguous property owned by or under option to Developer. So long as Developer owns one or more Unit within the Properties, Developer shall have the right to control all architectural review decisions and to veto any action taken by the Association including actions of the Association's officers, its Board of Directors, or a committee appointed by the Board. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Units have been conveyed to Owners;

(ii) by January 1, 2036; or

(iii) when, in its discretion, the Developer so determines.

4.3 **Method of Voting.** Members may vote by written ballot, in person, by proxy executed in writing by the Member or by any other means permitted under the Tennessee Nonprofit Corporation Act (as it may be amended from time to time), Tenn. Code Ann. § 48-51-101, *et seq.* No proxy shall be valid after eleven (11) months from the date of its execution or after conveyance by the Member of his Unit. No proxy shall be valid unless promulgated by the Board of Directors as an official proxy. A corporate Member's vote shall be cast by the President of the Member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation. Voting on all matters except the election of directors may be by voice vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matters, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the official solicitation of proxies for such elections may be conducted by mail or any other manner permitted by the Tennessee Nonprofit Corporation Act.

4.4 **First Meeting of Members.** The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four months after all of the Units have been sold by the Developer; or (b) five years following conveyance of the first Unit by the Developer.

4.5 **Working Capital Fund.** On each initial sale and resale of a Unit, each Unit purchaser (other than a Builder) shall pay to the Association a working capital fee equal to three (3) times the amount of the Base Assessment (as that term is defined in Section 5.2 below) in effect on the date of closing. Such working capital fees shall be maintained in an account for the use and benefit of the Association as determined by the Association's Board of Directors in its sole and reasonable discretion. The Board, in its sole and reasonable discretion, may increase or decrease the working capital fee from time to time. Working capital fees paid into the fund shall not be considered as advance payment of regular assessments.

4.6 Acceptance of Development. By the acceptance of a deed to a Unit, any purchaser of a Unit shall be deemed to have accepted and approved the entire plans for the RIVERBROOK Subdivision development, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the Plat, and as may be supplemented by additional plats upon completion of development of the Subdivision. Such purchaser agrees to accept all improvements constructed after the date of purchase consistent with such plans, and of the same quality of then existing improvements. Security may be provided at the Developer's discretion, and no Owner shall have any cause of action against the Developer or the Association for failure to provide adequate security.

ARTICLE 5

COMMON AREA PROPERTY RIGHTS AND MAINTENANCE ASSESSMENTS

5.1 Common Areas. Each Owner shall have a non-exclusive right and easement of enjoyment in and to the general Common Areas which shall be appurtenant to and shall pass with the title to each Unit as designated upon the Plats, subject only to the provisions of this Declaration and the Charter, Bylaws, and rules and regulations of the Association, including, but not limited to, the following;

(a) The right of the Association to limit the use of the Common Areas to Owners or Occupants of Units, their families and their guests;

(b) The right of the Association to suspend voting privileges and rights of use of the Common Areas for any Owner whose assessment against his Unit becomes delinquent or who is otherwise in violation of the provisions of this Declaration, the By-laws or the rules and regulations of the Association; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members; provided that no such dedication or transfer shall be effective unless the Members entitled to cast at least three-fourths (3/4) of the votes agree to such dedication or transfer and signify their agreement by a signed and recorded written document; and provided further that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities, and drainage facilities upon, over, under, and across the Common Areas without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties or are otherwise in the best interests of the Association. The Developer shall also have the right to cause the Association to swap property, if necessary to cure any setback or other building regulation violation, provided that the total amount of Common Area shall not be diminished, and such transfer is done in accordance with all applicable regulations.

(d) Limited Common Elements depicted on Exhibit A-1 which are appurtenant to the Rear Driveway Units shall be for the exclusive use of the respective Owners of said Rear Driveway Units.

5.2 Assessment for Maintenance of Common Areas. For each Unit within the development on which a house has been completed, every Owner (except the Developer) covenants and agrees, and each subsequent Owner of any such Unit, by acceptance of a deed therefor, shall be deemed to covenant and agree, to pay to the Association and annual assessment (the "Base Assessment") for the for the creation and continuation of a maintenance fund in amounts to be established from time to time by the Board of

Directors of the Association in order to maintain, landscape, and beautify the Common Areas, to promote the health, safety, and welfare of the residents of the community, to pay taxes, if any, assessed against the Common Areas, to procure and maintain insurance thereon, to employ attorneys, accountants, and security personnel, and to provide such other services as are not readily available from governmental authorities having jurisdiction over the same. In addition, the Owner of each Unit and each subsequent Owner thereof, by acceptance of his deed, covenants and agrees to pay special assessments as approved by the membership in the manner hereinafter provided. The Developer shall be exempt from all assessments of any nature.

With respect to alleyways owned by the Association as part of the Common Area which are adjacent to and serve the Rear Driveway Units, the Association reserves the right to specially assess the Owners of the Rear Driveway Units for their *pro rata* share of the expense of maintaining and repairing said alleyways.

5.3 Rear Driveway Unit Assessments. In addition to the amounts assessed against all Units, annual assessments to Owners of Rear Driveway Units shall include each such Unit's proportionate share of (a) the expenses incurred by the Association in connection with the Association's maintenance of the lawn and landscaping on Rear Driveway Units, (b) the cost of insuring the Limited Common Elements appurtenant to the Rear Driveway Units and (c) any other cost or expense incurred by the Association only with respect to the Rear Driveway Units.

5.4 Creation of Lien and Personal Obligation of Assessments. In order to secure payment of assessments, including monthly assessments, annual assessments and special assessments (any of which may be individually or collectively referred to in this Declaration as an "assessment" or "assessments"), as the same become due, there shall arise a continuing lien and charge against each Unit, the amount of which shall include interest at the maximum effective rate allowed by law, costs, and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Unit at the time the assessment became due; provided that this personal obligation shall not pass to successors in title unless expressly assumed by them. The lien provided for herein, however, shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called "mortgage") on any Unit if, but only if, all such assessments made with respect to such Unit having a due date on or prior to the date such first mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such first mortgage is filed of record and prior to the satisfaction, cancellation, or foreclosure of the same, or the transfer of the mortgaged property in lieu of foreclosure. The sale or transfer of any Unit shall not affect any assessment lien. The sale or transfer of any Unit that is subject to any first mortgage, pursuant to a foreclosure thereof or under power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment, but not the personal obligation of any former title holder, as to payments that became due prior to such sale or transfer and subsequent to the recordation of the first mortgage that has been foreclosed, but the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the lien of the foreclosed first mortgage. No sale or transfer shall relieve such Unit from liability for any assessment thereafter becoming due or from the lien thereof.

5.5 Levy of Assessments. The Board of Directors of the Association shall fix the commencement date for all regular assessments (annual or monthly) on the first day of the month following the conveyance of the first Unit to an Owner and shall provide for a partial assessment between the commencement date and the end of the calendar year next following. Thereafter, monthly or annual assessments shall be levied by the Board of Directors of the Association, by action taken on or before December 1 of each year for the ensuing year. The Board, in its discretion, may provide for the periodic

payment of such assessments at some intervals other than monthly or annually. Special assessments may be levied in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, if any, including fixtures and personal property related thereto; provided that the same are first approved by the Board of Directors of the Association, recommended to the membership, and subsequently approved by affirmative vote of Members entitled to cast at least two-thirds (2/3) of the votes at a meeting of the Members duly held for that purpose. Written notice of the monthly, annual or special assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto or sent by any other means permissible for sending notices under the Association's Bylaws. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting the same.

5.6 Maximum Annual Assessment. The amount of the regular annual assessments shall be established by the Board of Directors of the Association. Pursuant to Section 4.5, upon the closing of the sale or resale of any Unit, the Unit purchaser shall pay the Association a working capital fee equal to three (3) times the annual assessment in effect on the date of the closing. The purchaser of any Unit shall also pay at closing the assessments for such Unit prorated in accordance with the amount of days remaining in the calendar year of purchase. The Association at its option may allow the payment of the annual assessment on a monthly or quarterly basis.

5.7 Rate of Assessment. All Units in the development shall become subject to assessments simultaneously, except that Units owned by the Developer do not accrue liability for assessments of any nature while owned by the Developer.

5.8 Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a monthly late fee in an amount to be determined by the Board from time to time. Unpaid assessments shall also bear interest from the due date at the maximum rate allowed by law. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit to which the assessment relates, and interest, costs, and the Association's reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Unit.

5.9 Insurance.

(a) The Board of Directors of the Association shall determine what insurance and in what amounts shall be necessary for the operation of RIVERBROOK. Until such time as any of the Common Areas of RIVERBROOK are improved, it is anticipated that the only insurance necessary for the operation of the Association shall be general liability insurance for claims arising out of the use of the Common Areas.

(b) In the event that the Board of Directors determines that it will be in the best interest of the Association to obtain insurance on improvements owned by the Association and constructed in the Common Areas, the Association shall obtain fire and extended coverage insurance covering all such improvements and all personal property, equipment, fixtures and supplies owned by the Association. The face amount of such policy or policies shall not be less than one hundred percent (100%) of the current replacement cost of the property required to be covered by this Section. Such policy shall contain and

agreed amount and an inflation-guard endorsement, if such can be reasonably obtained, and also construction code endorsements, such as demolition costs endorsement, contingent liability from operation of building laws endorsement and increased cost of construction endorsement. Such policy shall also contain steam boiler and machinery coverage endorsements, if applicable. The insurance policies so purchased shall be purchased by the Association for the use and benefit of individual Owners and their mortgagees. The Association shall issue certificates of insurance to each Owner showing and describing the insurance coverage for the interest of each Owner, and shall develop procedures for the issuance, upon request, of a copy of the policy together with standard mortgagee endorsement clauses to the mortgagees of Owners. To the extent reasonably available, such policy shall waive rights of subrogation against Owners, the Association, and all agents of the Association. The insurance policies purchased by the Association shall also provide, to the extent reasonably available, that the insurance will not be prejudiced by any acts or omissions of Owners that are not under the control of the Association, and that such policies will be primary even if the Owner has other insurance that covers the same loss. The insurance policy shall also provide that any applicable insurance trust agreement will be recognized.

(c) The Association shall maintain casualty, fire and extended coverage insurance for the Limited Common Elements appurtenant to the Rear Driveway Units, but the Owners of the Rear Driveway Units shall be responsible for purchasing and maintaining casualty, fire and extended coverage insurance for the dwelling, contents and all aspects of the Rear Driveway Units. In the event of an insured loss for said Limited Common Elements, the deductible shall be assessed *pro rata* to the Owners of the affected Rear Driveway Units. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their family members, guests, invitees, pets or lessees, then the Board may assess the full amount of such deductible against such Owner(s) in such proportion as the Board determines to be appropriate.

(e) If available at reasonable cost, as determined in the sole discretion of the Board of Directors, director and officer liability insurance shall be purchased in amount determined by the Board of Directors. It is presently agreed that coverage up to One Million and No/100 Dollars ($1,000,000.00) per occurrence may be a reasonable amount of such coverage.

5.10 Reimbursement of Developer for Construction of Amenities and Funding Association Expenses.

Developer may construct certain recreational facilities on part of the Common Area for the benefit of RIVERBROOK and the members of the Association and/or may pay a portion of Association expenses. In either such event, for the purposes of reimbursing the Developer for the cost of such construction and expenses, the Association shall execute and deliver to Developer a promissory note in the principal amount of the Association expenses paid by Developer and Developer's hard costs of constructing the amenities and other expenses directly related to such construction. The promissory note shall not bear interest. The Association shall repay the promissory note at a rate of Five Dollars $5.00 per month per Unit for the Units subject to assessment until the principal amount of the note has been repaid in full. In the event that the Developer does not construct recreational facilities within RIVERBROOK and does not fund Association expenses, the promissory note shall be of no force or effect and shall be cancelled.

ARTICLE 6

EASEMENTS

6.1 General. The Units and Common Areas in the Properties subject to this Declaration shall be subject to all easements shown or set forth on the Plat.

6.2 Development and Construction. Developer hereby reserves an easement upon, over, and across the Common Areas and the Units for purposes of access, ingress, and egress to and from the Units during the development of the Properties and during the period of construction of residences within RIVERBROOK. Developer shall be responsible for and shall repair all damage to the Common Areas and the Units arising out of or resulting from its development of the Properties and construction of residences within RIVERBROOK.

6.3 Emergency. There is hereby reserved, without further assent or permit, a general easement to all policemen and security guards employed by Developer or by the Association, firemen, ambulance personnel, and all similar persons to enter upon the Properties or any portion thereof which is made subject to this Declaration in the performance of their respective duties.

6.4 Utilities. Developer hereby establishes and reserves unto itself and Developer's successors and assigns: (a) a perpetual non-exclusive easement over and across Common Area within the Property for public and private utilities necessary or required to serve the Property; (b) a non-exclusive utility easement over, across and under each Unit to the extent necessary or required to provide utility service to each Unit or to any portion of the Property; provided, however, that such easement will not unreasonably interfere with the use of any Unit for residential purposes; and (c) an easement on the exterior elevation of each residence (including necessary penetrations into the residence) for the purpose of installation, operation, maintenance, and repair of meters, panels, lines and related facilities or appurtenances necessary or required to utilities to each Unit and the residences located therein. In addition, Developer while the Class B membership exists and thereafter the Board of Directors of the Association, may grant further easements over and across the Units and Common Areas to the extents necessary or required to provide utilities to the residences and/or Units; provided, however, that such easements do not unreasonably interfere with the use of any residence for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property, including the residences and Units, for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, electronic communications and internet, master or cable television and security. Developer shall not be liable for any damage done by Developer, its successors, assigns, agents, employees or servants to shrubbery, trees, flowers or improvements located on any Unit within or affected by said easements. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Unit, from the front property line to the rear property line to any utility company having an installation in the easement. All easements within the boundaries of a Unit shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority or public utility company is responsible. Fences shall not be allowed to be constructed over or along any easement for utilities.

6.5 Rear Driveway Units. The Association shall have a permanent access easement onto, over, across, through and under all Rear Driveway Units for the purpose of performing its repair and maintenance obligations on Rear Driveway Unit improvements required by this Declaration.

ARTICLE 7

MORTGAGEE RIGHTS AND GOVERNMENTAL REGULATIONS

7.1 **Special Actions Requiring Mortgagee Approval**. If required by applicable federal law or regulation, notwithstanding anything herein to the contrary, unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the Developer) of the individual Units have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the restrictions declared herein;

(b) Partition or subdivide any Unit;

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common facilities by RIVERBROOK shall not be deemed to transfer within the meaning of this clause;

(d) Use hazard insurance proceeds for losses to any common facilities for other than the repair, replacement or reconstruction of such improvements, except as provided by statute.

7.2 **Special Rights of Mortgagees**. A first mortgagee, or beneficiary of any deed of trust shall be entitled to the following special rights:

(a) Upon request, such first mortgagee is entitled to written notification from the Association of any default in the performance of any individual Owner of any obligation under these restrictions which is not carried by such Owner within sixty (60) days.

(b) Any first mortgagee shall have the right to examine the books and records of the Association during regular business hours, and such books and records shall be made available to such first mortgagees upon their request.

7.3 **Conformity with Regulations**. To the extent required by governmental law or regulation, all terms, conditions, and regulations now existing, or which may be promulgated from time to time, by the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") applicable to this development are hereby incorporated as terms and conditions of this Declaration shall be binding upon the Developer, the Association and the Owners. In the event of a conflict between such regulations the most restrictive provision will apply.

7.4 **Notices of Mortgages**. Any Owner who mortgages his ownership interest shall notify the Association in such manner as the Board, in its sole discretion, may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in records entitled "Mortgages."

7.5 **Copies of Notices to Mortgage Lenders**. Upon written request delivered to the Association, the holder of any mortgage of any ownership interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose ownership interest or interest therein is subject to such mortgage.

7.6 **Further Right of Mortgagees.**

(a) No Owner or any other party shall have priority over any rights of the first mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

(d) To the extent required by applicable federal statutes or regulations, the Association shall give to the FHLMC, the VA or the FHA or any lending institution servicing such mortgages as are acquired by the any of the foregoing, notice in writing of any loss to or the taking of the common facilities if such loss or taking exceeds Ten Thousand Dollars ($10,000.00). The Association may rely on the information contained in the book entitled "Mortgages" established pursuant to this Declaration for a list of mortgagees to be notified hereby.

ARTICLE 8

GENERAL PROVISIONS

8.1 **Exercise of Powers.** Until such time as the Association is formed and its Board of Directors is elected, Developer shall exercise any of the powers, rights, duties, and functions of the Association and/or its Board of Directors.

8.2 **Duration**. All terms, conditions and restrictions contained herein shall be construed as covenants running with the land and shall be binding and effective for fifty (50) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each unless modified or terminated in accordance with Section 8.3 below and applicable law. Every purchaser, or subsequent grantee of any interest in the Properties made subject to this Declaration, by acceptance of a deed or other conveyance, agrees that the restrictions set forth in this Declaration may be extended as provided in this paragraph 8.2 and may be modified in accordance with Section 8.3 below.

8.3 **Amendment**. Except as provided below, so long as the Developer owns any property within RIVERBROOK, the Developer may unilaterally amend any provision of this Declaration without approval of the Owner of any Unit. This Declaration may also be amended by the affirmative vote of at least three-fourths (3/4) of the Owners whose Units are then subject hereto. No such amendment shall become effective until the instrument evidencing such change has been filed of record. So long as Developer owns any property within RIVERBROOK, the Owners of Units then subject hereto shall have no right to amend the provisions the Declaration, without the prior written consent of Developer.

After Developer no longer owns any property within RIVERBROOK, the Board of Directors of the Association may record any amendments that may be necessary to correct clerical or typographical errors in this Declaration, and to make any amendments that may be necessary to conform the Declaration with regulations of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, the Veteran's Administration or other applicable regulations that may be necessary to assure lender approval of the development.

8.4 Enforcement. If any person or entity shall violate or attempt to violate any of these restrictions, it shall be lawful for the Association or any person or entity owning any property within RIVERBROOK to bring an action against the violating party at law or in equity to redress the violation or attempted violation, seeking damages, equitable relief or both. The provisions of this paragraph 8.4 are in addition to and separate from the rights of the Association to collect Association fees and assessments. Any failure by Developer, the Association or any property Owner to enforce any of said covenants, restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter, and shall not be deemed to have created a modification of this Declaration by implication of such inaction or otherwise. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall not affect any of the other provisions not expressly held to be void, nor shall it affect the provisions so voided in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated. In the event any action or proceeding is brought to enforce, to challenge, or to determine by declaratory judgment or otherwise, the rights and obligations imposed by this Declaration, the substantially prevailing party in any such action or proceeding shall be entitled to recover from the substantially losing party all costs and expenses incurred in connection with such action or proceeding, including reasonable attorneys' fees.

8.5 Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

8.6 Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing Restrictions with respect to any Unit, the Developer and/or the Association, in their reasonable discretion, reserve the right to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Unit.

8.7 Books and Records. During reasonable business hours, the books and records of the Association shall be subject to inspection by any Member upon five (5) days prior notice. The Charter, the Bylaws of the Association, and this Declaration shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

8.8 Conflicts. In the event of any conflict between the provisions of this Declaration and the Bylaws of the Association, the provisions of this Declaration shall control.

8.9 Binding Effect. The provisions of this Declaration shall be binding upon and shall inure to the benefit of the respective legal representatives, successors and assigns of Developer and the present Owners and all persons claiming by, through or under Developer or the present Owners.

IN WITNESS WHEREOF, Developer has caused this Declaration of Restrictive Covenants to be executed on the day and date first above written.

DEVELOPER

MERITAGE HOMES OF TENNESSEE, INC.

By: _____

Kris Keown, Nashville Vice President-Land Development

STATE OF TENNESSEE)
) **ss:**
COUNTY OF Williamson)

TAYLOR KERBY
STATE OF TENNESSEE NOTARY PUBLIC
DICKSON COUNTY
MY COMMISSION EXPIRES 5-29-2022

Personally before me, the undersigned, a Notary Public, appeared Kris Keown, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is Vice President-Land Development for the Nashville Division of Meritage Homes of Tennessee, Inc., an Arizona corporation, and is authorized to execute this instrument on behalf of Meritage Homes of Tennessee, Inc. as its Nashville Vice President-Land Development.

WITNESS my hand, at office this 16 day of December, **2021**.

_____
Notary Public
My Commission Expires: May 29, 2022

EXHIBIT A

PROPERTY DESCRIPTION

LAND IN DAVIDSON COUNTY, TENNESSEE, BEGINNING AT AN IRON PIN FOUND WITH A TN STATE PLANE COORDINATE OF NORTH 671,608.4387, EAST 1,793,083.9010, SAID IRON PIN BEING ON THE EASTERLY RIGHT OF WAY OF TULIP GROVE ROAD, SAID IRON PIN ALSO BEING THE SOUTHWEST CORNER OF MYRA RUTH ROBERTSON AS OF RECORD INSTRUMENT NO. 20030103-001112, REGISTER'S OFFICE OF DAVIDSON COUNTY, (R.O.D.C.);
THENCE, LEAVING TULIP GROVE ROAD, N 84°31'28" E, FOR A DISTANCE OF 104.83 FEET TO AN IRON PIN FOUND;
THENCE, N 10°54'04" W, FOR A DISTANCE OF 242.31 FEET TO AN IRON PIN FOUND;
THENCE, N 14°46'49" E, FOR A DISTANCE OF 131.90 FEET TO A FENCE POST, SAID FENCE POST BEING ON THE SOUTHERN BOUNDARY OF DEWEY T. AND ZELANDER HOCKETT AS OF RECORD IN INSTRUMENT NO. 201700512-0047334, R.O.D.C.;
THENCE, S 72°42'04" E, FOR A DISTANCE OF 177.90 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF DEWEY T. AND ZELANDER HOCKETT;
THENCE, N 7°46'44" E, FOR A DISTANCE OF 676.53 FEET TO AN IRON PIN FOUND, SAID IRON PIN BEING ON THE SOUTHERN BOUNDARY OF WILLIAM H. AND DOROTHY P. EWIN AS OF RECORD IN INSTRUMENT NO. 20170427-0041352, R.O.D.C.;
THENCE, S 77°57'57" E, FOR A DISTANCE OF 339.47 FEET TO AN IRON PIN FOUND AT THE BASE OF A CEDAR FENCE POST AND ALSO BEING THE SOUTHEAST CORNER OF WILLIAM H. AND DOROTHY P. EWIN;
THENCE, N 7°22'03" E, FOR A DISTANCE OF 956.65 FEET TO A CEDAR FENCE POST, SAID FENCE POST BEING ALONG THE SOUTHERN BOUNDARY OF HAROLD W. AND LOIS A EWIN AS OF RECORD IN INSTRUMENT NO. 20120830-0078431, R.O.D.C., SAID FENCE POST ALSO BEING THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED WITHIN;
THENCE, S 82°39'3" E, FOR A DISTANCE OF 81.58 FEET TO THE CENTER OF DRY FORK CREEK;
THENCE, ALONG THE CENTER OF DRY FORK CREEK, THE FOLLOWING 9 CALLS:

1) S 42°8'23" E, FOR A DISTANCE OF 93.37 FEET TO A POINT;
2) S 49°59'11" E, FOR A DISTANCE OF 70.52 FEET TO A POINT;
3) S 56°44'44" E, FOR A DISTANCE OF 52.54 FEET TO A POINT;
4) S 49°42'54" E, FOR A DISTANCE OF 152.62 FEET TO A POINT;
5) S 61°35'59" E, FOR A DISTANCE OF 54.93 FEET TO A POINT;
6) S 68°38'26" E, FOR A DISTANCE OF 121.84 FEET TO A POINT;
7) S 64°7'02" E, FOR A DISTANCE OF 49.06 FEET TO A POINT;
8) S 82°16'40" E, FOR A DISTANCE OF 57.59 FEET TO A POINT;
9) N 66°22'1" E, FOR A DISTANCE OF 60.47 FEET TO A POINT;

THENCE, LEAVING DRY FORK CREEK, N 9°40'33" E, FOR A DISTANCE OF 233.80 FEET TO AN IRON PIN FOUND, SAID PIN BEING THE SOUTHWEST

CORNER OF FARMINGHAM WOODS PHASE 2 SECTION 1 AS OF RECORD IN PLAT BOOK 7900, PAGE 306, R.O.D.C.;
THENCE, S 84°33'24" E, FOR A DISTANCE OF 779.57 FEET TO AN IRON PIN SET, SAID IRON PIN BEING ALONG THE WESTERN BOUNDARY OF NEW HOPE ESTATES PHASE 1, AS OF RECORD IN PLAT BOOK 9700, PAGE 319, R.O.D.C., SAID PIN ALSO BEING THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED WITHIN;
THENCE, S 7°28'50" W, FOR A DISTANCE OF 933.78 FEET TO A TEE POST ALONG THE WESTERN BOUNDARY OF NEW HOPE ESTATES PHASE 3, AS OF RECORD IN PLAT BOOK 5200, PAGE 606, R.O.D.C.;
THENCE, S 6°41'31" W, FOR A DISTANCE OF 249.50 FEET TO AN IRON PIN FOUND, SAID IRON PIN BEING ALONG THE WESTERN BOUNDARY OF VALLEY GROVE SECTION 10 SUBDIVISON, AS OF RECORD IN PLAT BOOK 6200, PAGE 26, R.O.D.C.;
THENCE, ALONG VALLEY GROVE SECTION 10, THE FOLLOWING 4 CALLS:

1) 83°11'30" W, FOR A DISTANCE OF 118.30 FEET TO AN IRON PIN FOUND;
2) S 58°59'40" E, FOR A DISTANCE OF 131.88 FEET TO AN IRON PIN FOUND;
3) S 37°47'45" W, FOR A DISTANCE OF 131.37 FEET TO AN IRON PIN FOUND;
4) S 42°3'37" E, FOR A DISTANCE OF 93.12 FEET TO A CONCRETE MONUMENT FOUND, SAID CONCRETE MONUMENT BEING ALONG WESTERN BOUNDARY OF VALLEY GROVE SECTION 8 SUBDIVISON, AS OF RECORD IN PLAT BOOK 5200, PAGE 606, R.O.D.C.;

THENCE, ALONG VALLEY GROVE SECTION 8, THE FOLLOWING 4 CALLS:

1) S 37°37'30" W, FOR A DISTANCE OF 49.39 FEET TO AN IRON PIN FOUND;
2) S 20°36'06" W, FOR A DISTANCE OF 165.12 FEET TO AN IRON PIN SET, BEING THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED WITHIN;
3) S 81°46'57" W, FOR A DISTANCE OF 53.46 FEET TO AN IRON PIN FOUND;
4) S 79°22'28" W, FOR A DISTANCE OF 83.45 FEET TO AN IRON PIN FOUND, SAID IRON PIN BEING THE NORTHEAST CORNER OF VALLEY GROVE SECTION 7 SUBDIVISON, AS OF RECORD IN PLAT BOOK 5800, PAGE 246, R.O.D.C.;

THENCE, ALONG THE NORTH BOUNDARY OF SECTION 7 AND CONSEQUENTLY SECTION 6 OF VALLEY GROVE (PLAT BOOK 5200, PAGE 583, R.O.D.C.), THE FOLLOWING 8 CALLS:

1) N 86°47'16" W, FOR A DISTANCE OF 81.25 FEET TO AN IRON PIN FOUND;
2) S 68°45'18" W, FOR A DISTANCE OF 160.02 FEET TO AN IRON PIN FOUND;
3) S 63°17'40" W, FOR A DISTANCE OF 214.58 FEET TO AN IRON PIN SET;
4) S 72°20'49" W, FOR A DISTANCE OF 115.35 FEET TO AN IRON PIN FOUND;
5) N 66°38'21" W, FOR A DISTANCE OF 184.38 FEET TO AN IRON PIN FOUND;
6) N 76°24'19" W, FOR A DISTANCE OF 142.39 FEET TO AN IRON PIN FOUND;
7) N 69°0'36" W, FOR A DISTANCE OF 118.62 FEET TO AN IRON PIN FOUND;
8) N 82°47'21" W, FOR A DISTANCE OF 91.76 FEET TO A TEE POST;

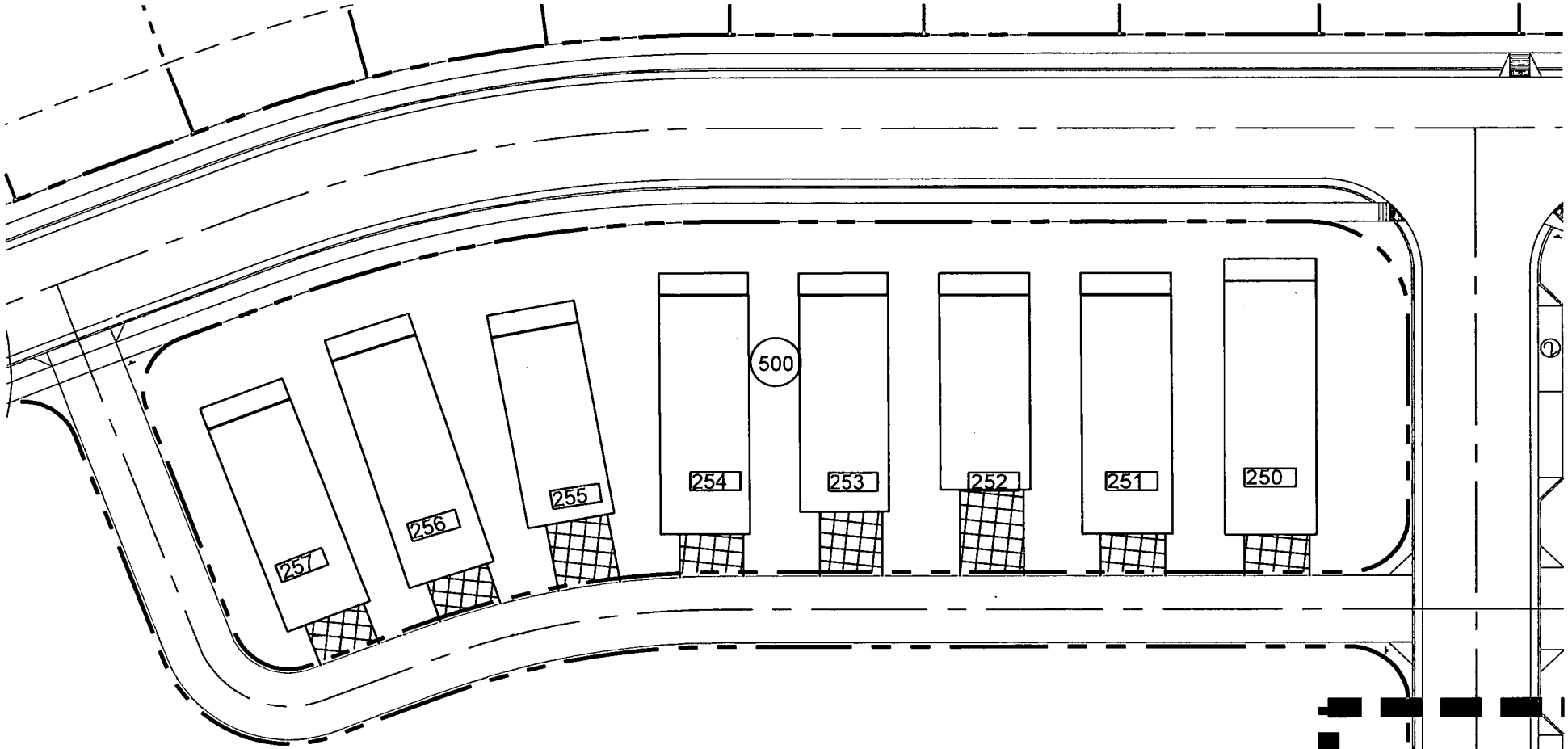
THENCE, ALONG THE WESTERN BOUNDARY OF VALLEY GROVE SECTION 6, S 6°50'49" W, FOR A DISTANCE OF 301.83 FEET TO AN IRON PIN FOUND, SAID PIN BEING THE NORTHWEST CORNER OF VALLEY GROVE SECTION 5 AS OF RECORD IN PLAT BOOK 5200, PAGE 582, R.O.D.C.;
THENCE, S 12°28'12" W, FOR A DISTANCE OF 26.01 FEET TO AN IRON PIN FOUND, SAID PIN BEING THE NORTHEAST CORNER OF ZELENDER M.

HOCKETT, ET UX, AS OF RECORD IN DEED BOOK 8301, PAGE 885, R.O.D.C.;
THENCE, N 83°15'43" W, FOR A DISTANCE OF 824.26 FEET TO AN IRON PIN SET, SAID IRON PIN BEING ALONG THE EASTERN RIGHT OF WAY OF TULIP GROVE ROAD, SAID IRON PIN ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED WITHIN;
THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 941.08 FEET, AN ARCH LENGTH OF 170.59 FEET, A DELTA ANGLE OF 10° 23' 10", A CHORD BEARING OF N 0°41'56" W, AND A CHORD DISTANCE OF 170.36 FEET TO THE POINT OF BEGINNING, CONTAINING 71.623 ACRES, MORE OR LESS, ACCORDING TO SURVEY BY WILSON & ASSOCIATES, P.C.

Being a part of the same property conveyed to Meritage Homes of Tennessee, Inc. by deed recorded as Instrument Number 20210106-0002300, in the Register's Office for Davidson County, Tennessee.

EXHIBIT A-1

DEPICTION OF REAR DRIVEWAY UNITS



COMMON ELEMENT

PRIVATE ELEMENT

LIMITED COMMON ELEMENT

NOTES:

1. THIS PROPERTY IS ZONED RS5.
2. ACCORDING TO FEMA'S CURRENT FLOOD MAPS (47037C0287H, DATED APRIL 5, 2017), AS WELL AS METRO'S GIS INFORMATION, A PORTION OF THIS PROPERTY IS SHOWN WITHIN A FLOOD HAZARD AREA.
3. THIS DRAWING IS FOR REFERENCE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY LINES.
4. UNITS 250-257 ARE LOCATED ON LOT 500 AS ESTABLISHED BY RECORDED RIVERBROOK PHASE 1A FINAL PLAT. INSTRUMENT # 20211015-0138705 DAVIDSON COUNTY REGISTER OF DEEDS

CSDG
Planning | Engineering
Landscape Architecture

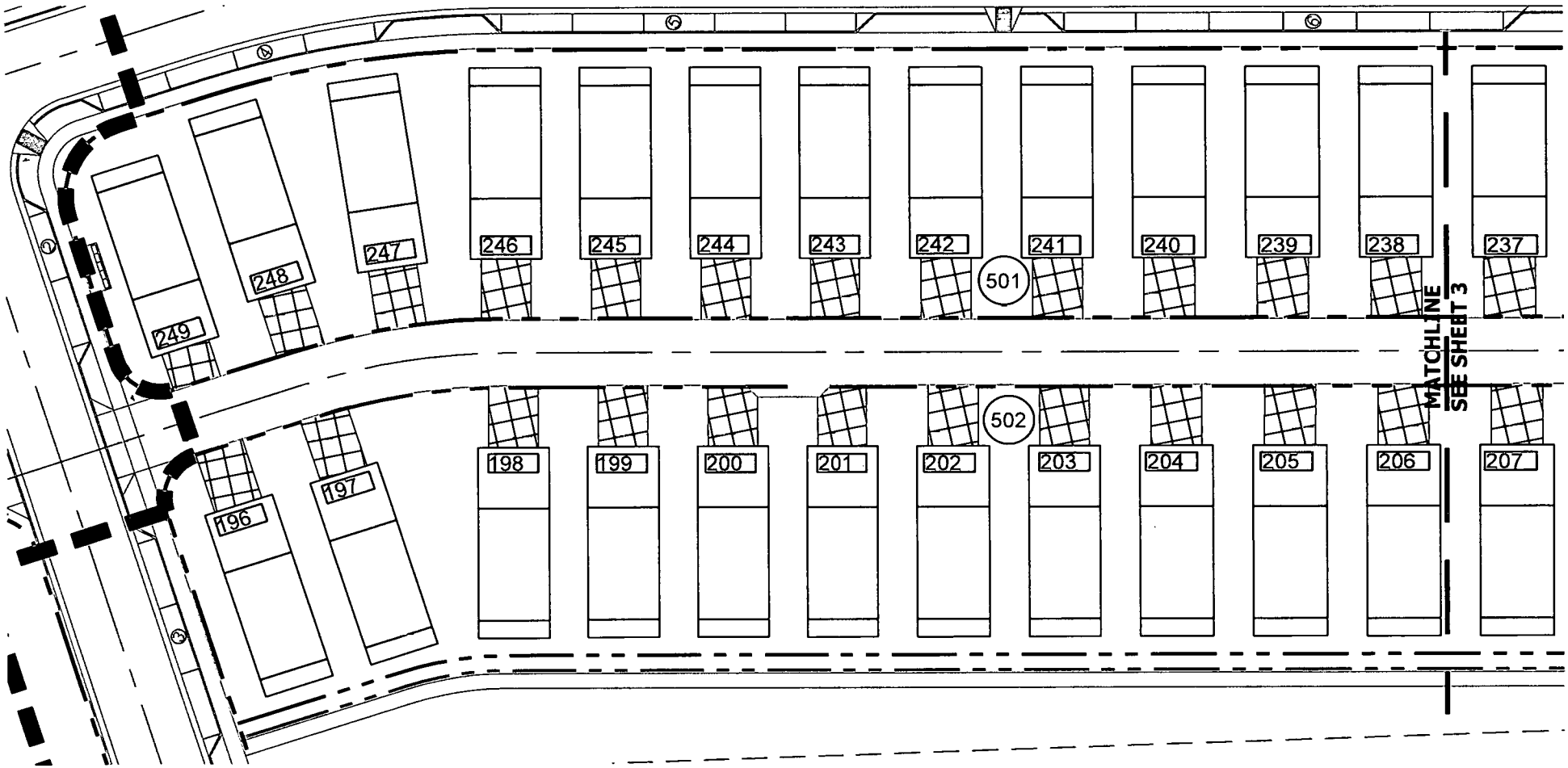
EVANS HILL - PHASE 1A

HPR EXHIBIT- SHEET 1 OF 3

PN:19-518-01 | D:12.07.2021

N

0 40 80
SCALE: 1"=40'



NOTES:

1. THIS PROPERTY IS ZONED RS5.
2. ACCORDING TO FEMA'S CURRENT FLOOD MAPS (47037C0287H, DATED APRIL 5, 2017), AS WELL AS METRO'S GIS INFORMATION, A PORTION OF THIS PROPERTY IS SHOWN WITHIN A FLOOD HAZARD AREA.
3. THIS DRAWING IS FOR REFERENCE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY LINES.
4. UNITS 232-249 & 196-212 ARE LOCATED ON LOT 500 AS ESTABLISHED BY RECORDED RIVERBROOK PHASE 1B FINAL PLAT. INSTRUMENT # 20211119-0154025 DAVIDSON COUNTY REGISTER OF DEEDS

COMMON ELEMENT

PRIVATE ELEMENT

LIMITED COMMON ELEMENT

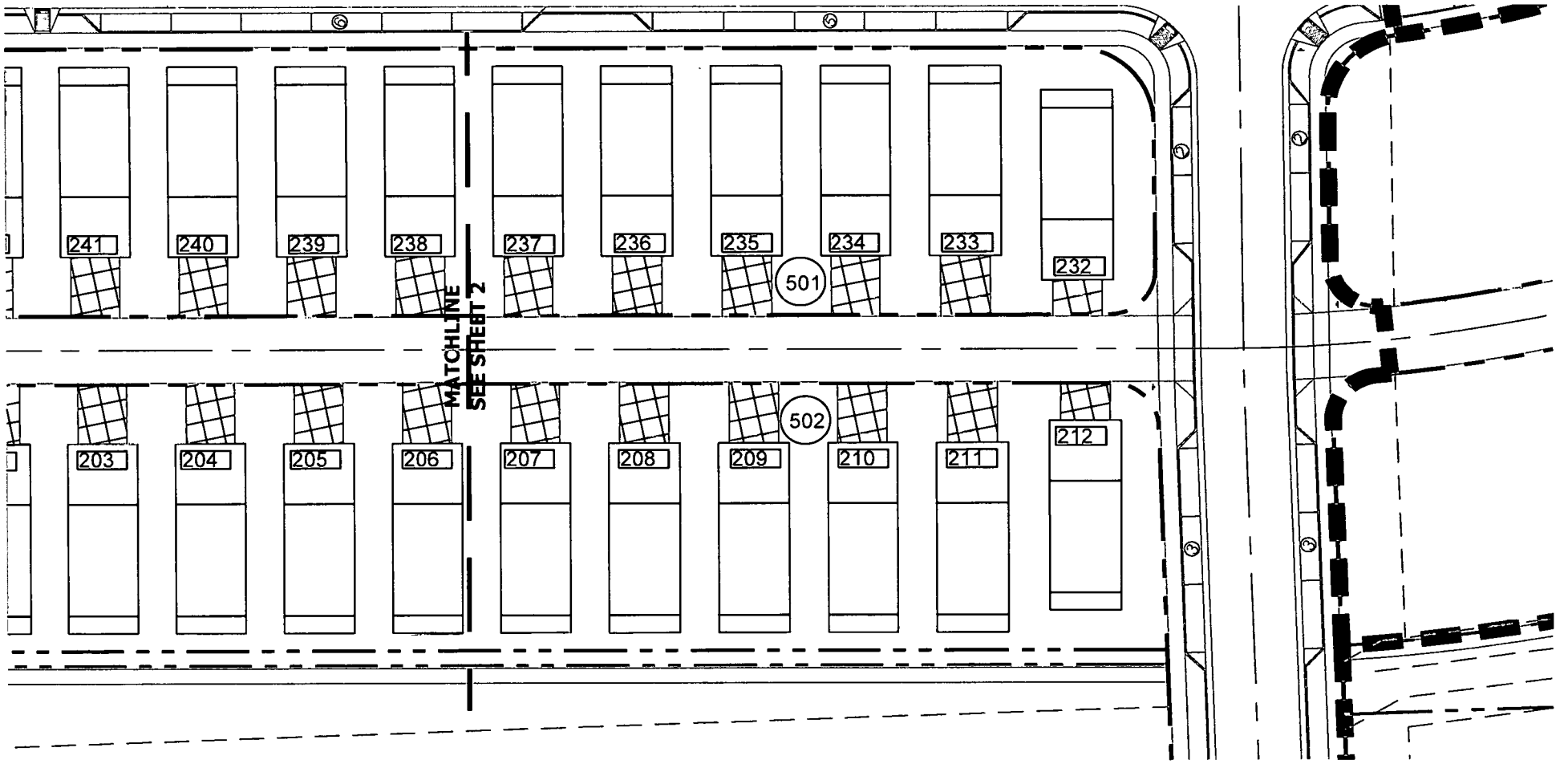
CSDG
Planning | Engineering
Landscape Architecture

EVANS HILL - PHASE 1B

HPR EXHIBIT- SHEET 2 OF 3

PN:19-518-01 | D:12.07.2021

0 50 100
SCALE: 1"=50'



NOTES:

1. THIS PROPERTY IS ZONED RS5.
2. ACCORDING TO FEMA'S CURRENT FLOOD MAPS (47037C0287H, DATED APRIL 5, 2017), AS WELL AS METRO'S GIS INFORMATION, A PORTION OF THIS PROPERTY IS SHOWN WITHIN A FLOOD HAZARD AREA.
3. THIS DRAWING IS FOR REFERENCE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY LINES.
4. UNITS 232-249 & 196-212 ARE LOCATED ON LOT 500 AS ESTABLISHED BY RECORDED RIVERBROOK PHASE 1B FINAL PLAT. INSTRUMENT # 20211119-0154025 DAVIDSON COUNTY REGISTER OF DEEDS

COMMON ELEMENT

PRIVATE ELEMENT

LIMITED COMMON ELEMENT

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EVANS HILL - PHASE 1B

HPR EXHIBIT- SHEET 3 OF 3

PN:19-518-01 | D:12.07.2021

0 50 100
SCALE: 1"=50'

EXHIBIT B

BYLAWS OF RIVERBROOK HOMEOWNERS ASSOCIATION, INC.

SECOND AMENDED AND RESTATED BYLAWS

OF

RIVERBROOK HOMEOWNERS ASSOCIATION, INC.

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WHEREAS, Meritage Homes of Tennessee, Inc., an Arizona corporation (the "Developer"), previously recorded that certain Declaration of Restrictive Covenants for Evans Hill as Instrument Number 20210701-0089420 with the Register's Office for Davidson County, Tennessee (the "Original Declaration"), which established Evans Hill Homeowners Association, Inc. (the "Association") as the duly-formed governing body for the Evans Hill residential real estate development located in Davidson County, Tennessee.

WHEREAS, the Developer desires to change the name of the residential real estate development subject to the Original Declaration from "Evans Hill" to "Riverbrook;" and has or will be filing an Amended and Restated Declaration of Restrictive Covenants for Riverbrook which will reflect the name change and make other changes to the Original Declaration;

WHEREAS, Developer has filed or will be filing with the Tennessee Secretary of State an amendment to the Association's corporate charter changing the name of the corporation from "Evans Hill Homeowners Association, Inc." to "Riverbrook Homeowners Association, Inc.;"

WHEREAS, Developer desires to amend and Restate the Association's Bylaws to reflect the change in the name of the development from "Evans Hill" to "Riverbrook," and to reflect the change of the Association's corporate name from "Evans Hill Homeowners Association, Inc." to "Riverbrook Homeowners Association, Inc.;" and

WHEREAS, pursuant to Section 8.07 of the Association's Bylaws, Developer has the right to unilaterally amend the Bylaws by virtue of the fact that Developer currently owns property within the development.

NOW, THEREFORE, in consideration of these premises, and other good and valuable consideration, the sufficiency is hereby acknowledged, Developer, being empowered so to do, amends and restated the Bylaws as follows:

ARTICLE 1: DEFINITIONS

The words defined in the Amended and Restated Declaration of Restrictive Covenants for Riverbrook recorded or to be recorded with the Register's Office for Davidson County, Tennessee (hereinafter referred to as the "Declaration"), shall have the same meaning in these Corporate Bylaws.

ARTICLE 2: OFFICES

2.01. Registered Office. The initial registered office of the corporation shall be c/o Meritage Homes of Tennessee, Inc., 5217 Maryland Way, Suite 222, Brentwood, TN 37027. The registered agent at that office shall be Meritage Homes of Tennessee, Inc.

2.02. Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the corporation's Board of Directors (the "Board") may from time to time determine or the business of the corporation may require.

ARTICLE 3: MEMBERS AND MEMBERSHIP PRIVILEGES

3.01. Membership. Each Unit Owner shall be a Class A Member of the corporation and no other person or entity shall automatically be entitled to membership. The Developer reserves the right to afford access to the common amenities to owners of other developments of Developer in the vicinity of that certain residential real estate development known as Riverbrook in consideration of the payment of fees in amounts to be determined by Developer. No person entitled to such access shall be entitled to vote in the Association or considered a "Member" of the Association for any purpose. No Member shall be required to pay any consideration whatsoever solely for his membership in the corporation. Members who are not in default in the payment of any assessment or other charge duly levied by the Association, and who are not in violation of any other provision of the Declaration, these Association Bylaws or the Rules and Regulations of the Association (the "Governing Documents") are Members in Good Standing.

The Class B member shall be the Developer which shall exercise complete control of the Association irrespective of the number of Class A votes in existence. Developer's Class B membership shall continue until the earlier of:

(i) when one hundred percent (100%) of the Units have been conveyed to Owners;
(ii) January 1, 2036; or
(ii) the Developer voluntarily terminates its Class B membership in a writing recorded with the Davidson County, Tennessee Register of Deeds.

Notwithstanding the foregoing, Developer's Class B membership shall terminate when (a) Developer no longer owns any Unit, (b) all of Developer's obligations imposed by any governmental body with respect to the Properties have been satisfied, and (c) all of Developer's letters of credit or other instruments securing Developer's obligations with respect to the Properties have been fully and completely released.

ARTICLE 4: MEETINGS OF MEMBERS

4.01. Place of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board within Davidson County, Tennessee or a contiguous county; provided, however, so long as Developer owns any property within the Riverbrook development, meetings of the corporation may be held within Williamson County, Tennessee.

4.02. Annual Meeting. The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board; provided, however, if necessary to comply with federal regulations, that the first meeting may be held no later than the earlier of the following events: (a) four (4) months after all of the Units have been sold by the Developer; or (b) ten (10) years following conveyance of the first Unit by the Developer. Thereafter, an annual meeting of the Members of the corporation shall be held each year at a date, time and place specified in a written notice from the Board to the Members. At such annual meetings, the Members shall elect a Board, and shall transact such other business as may properly be brought before the meeting.

4.03. Special Meeting. Special meetings of the Members, for any purpose or purposes, may be called by the president, the Board, or by Members having not less than twenty-five (25%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at any special meeting shall be confined to the subjects stated in the notice of such meeting.

4.04. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen (15) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting.

4.05. Quorum. The presence in person or by proxy of more than twenty-five (25%) percent of the percentage values of those votes entitled to be cast at a meeting of the Members and at least twenty-five percent (25%) of the percentage values of each class of Members shall constitute a quorum at all meetings of the Members for the transaction of business. If a quorum is not present, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

4.06. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of Members in Good Standing representing at least fifty per cent (50%) of the votes present at the meeting in person or by proxy 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 (the "Association Charter") or these Association Bylaws, a different vote is required, in which case such express provision shall govern and control. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum.

4.07. Method of Voting; Proxies. Each Member in Good Standing (other than Developer while its Class B Membership exists) shall be entitled to one (1) vote for each Unit owned by such Member. No Member, other than the Developer, shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Unit in Riverbrook to the corporation, if such evidence is demanded, the sufficiency of which shall be determined by the members of the Board present at the meeting. The vote of each Member may be cast by such Member in person, by a proxy given by such Member to his duly authorized representative bearing a date not more than eleven months prior to such meeting or by any other means allowable under the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-101, *et seq*. Proxies shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Unit shall be in the name of two or more persons, all of such persons shall be Members of the corporation and are referred to herein as "Joint Co-owners." Any one of such Joint Co-owners may vote at any meeting of the Members of the corporation and such vote shall be binding upon such other Joint Co-owners who are not present at such meeting until written notice to the contrary has been received by the Board in which case the unanimous vote of all such Joint Co-owners shall be required to cast their vote as Members. If two or more of such Joint Co-owners are present at any meeting, their unanimous action

shall be required to cast their vote as Members of the corporation.

4.08. Cumulative Voting Not Permitted. Cumulative voting for Directors shall not be permitted.

ARTICLE 5: DIRECTORS

5.01. Management. The business and affairs of the corporation shall be managed by its Board who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Declaration, the Association Charter, or these Association Bylaws, directed or required to be exercised or done by the Members. Such Board powers include without limitation the following: (a) the power to adopt reasonable rules and regulations governing the residents, visitors and property within Riverbrook; (b) the power to adopt a system of fines for violation of the governing documents; and (c) the power to cure violations of the Declaration, Rules or Regulations by "self-help" including without limitation the power to tow vehicles within Riverbrook which are parked or otherwise in violation of the Declaration or any rule properly adopted by the Board.

5.02. Number; Qualifications; Election; Term. The initial Board shall consist of three (3) Directors, each of whom shall be a Member of the Association or a partner or employee of the Developer, or its subsidiaries or affiliates. Each Director on the initial Board shall serve a term of two (2) years or until his/her successor shall be elected and qualify. The Directors shall be appointed by the Developer until after the first of (a) the conveyance by the Developer of one hundred percent (100%) of the Units to Unit Owners (b) January 1, 2036; or (c) when the Developer, in its sole discretion, so determines. Directors shall serve without compensation. After transfer of control to the Unit Owners as provided in the Declaration, the Members shall elect five (5) Directors each of whom must be a Member in Good Standing (as defined above). The initial Member-elected Directors shall serve the following terms: the Director receiving the most votes shall serve a term of three (3) years; the two (2) Directors receiving the second most votes and third most votes shall each serve a term of two (2) years; and the remaining two (2) Directors shall each serve a term of one (1) year. After the expiration of the term of each Director elected following initial transfer of control to the Unit Owners, all Directors shall be elected for terms of two (2) years.

5.03. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any annual or special meeting of the Members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, the remaining Board members may appoint a successor who shall serve the remaining unexpired term of his predecessor in office. After transfer of control to the Unit Owners, any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

5.04. Place of Meetings. The Directors of the corporation shall hold their meetings within Davidson County, Tennessee or a contiguous county; provided, however, so long as Developer owns any property within the Riverbrook development, meetings of Directors may be held within Williamson County, Tennessee.

5.05. Annual Meetings. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the corporation, and at the same place, unless such time or place be changed by unanimous consent of the Directors then elected and serving.

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

5.07. Special Meetings. Special meetings of the Board may be called by the president on a three (3) days' notice to each Director, either personally or by mail; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Association Charter or these Association Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting of the Board need be specified in a notice or waiver of notice.

5.08. Quorum. At all meetings of the Board 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 at a meeting where a quorum is present shall be the act of the Board. If a quorum shall not be present at any meeting of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.09. Committees Having Board Authority. The Board may, by resolution approved by vote or written consent by a majority of the whole Board, designate an Architectural Control Committee, a Nominating Committee for members of the Board and such other committees as deemed necessary to consist of two (2) or more of the Directors of the corporation. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board in the management of the business and affairs of the corporation, except where action of the full Board is required by statute or the Association Charter. The Board may remove any member of any committee at any time with or without cause.

5.10. Other Committees. Other committees not having and exercising the authority of the Board in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by the president if he is authorized by a like resolution of the Board. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

5.11. Procedure. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

5.12. Managing Agents. The Board may employ for the corporation a management agent at a compensation established by the Board and such management agent shall perform such duties and services with respect to Riverbrook as the Board shall authorize, and the Board may delegate to such management agent such duties with respect to management, repair and maintenance of Riverbrook which are not by statute, the Holland Ridge Master Declaration, the Declaration, the Holland Ridge Master Association Charter or Bylaws, the Association Charter or these Association Bylaws, required to be performed by, or have the approval of, the Board, the Members of the corporation or some other person or entity.

5.13 Communication Outside of Meetings. The Board may communicate with each other in person, by telephone, email or other electronic form of communication. If any decision is reached or resolution adopted by the Board outside of a face-to-face meeting of the Board, such decision or resolution shall be reduced to writing and ratified by the Board at the next face-to-face meeting of the Board.

ARTICLE 6: NOTICES

6.01. Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same is deposited in the United States mail.

6.02. Waiver. Whenever any notice is required to be given to any Member or Director of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 7: OFFICERS

7.01. Number; Titles. The officers of the corporation shall be elected by the Directors from among the members of the Board and shall be a president, a secretary and a treasurer. Any two (2) or more offices may be held by the same person except for the offices of president and secretary.

7.02. Election. The Board at its first meeting after each annual meeting of Members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board.

7.03. Other Officers and Agents. The Board may appoint such other officers and may delegate responsibilities and authority to such agents as it shall deem necessary, who shall be appointed or designated for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

7.04. Salaries. The salaries of all officers of the corporation, if any, shall be fixed by the Board.

7.05. Term of Office; Removal. Each officer of the corporation shall hold office until the annual meeting of the Board next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board.

7.06. President. The president shall be the chief executive officer of the corporation; the President shall preside at all meetings of the Members and the Board, 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 shall prescribe.

7.07. Secretary. The secretary (or an agent to whom the Board has delegated some or all responsibility of the Secretary) shall attend all sessions of the Board and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President, under whose supervision the Secretary shall be.

7.08. Treasurer. The treasurer (or an agent to whom the Board has delegated some or all responsibility of the Treasurer) shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board may prescribe. If required by the Board, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of the office of Treasurer, and for the restoration to the corporation, in case of the Treasurer's death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under the Treasurer's control belonging to the corporation.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.01. Reserves. The Board shall create such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, and to repair or maintain any portion of Riverbrook or for such other purposes as the Directors determine to be beneficial to the corporation.

8.02. 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 from time to time designate.

8.03. Fiscal Year. The fiscal year of the corporation shall be the calendar year unless otherwise fixed by resolution of the Board.

8.04. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board.

8.05. Indemnification. The corporation shall indemnify the Developer and any Director, officer, or employee, or former Director, officer, or employee of the corporation, against attorney's fees and other 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 as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of 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 a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests 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 bylaw, agreement, vote of Members or otherwise.

8.06. Inconsistencies. In the event these Association Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8.07. Amendment of Bylaws. Developer may unilaterally amend these Association Bylaws so long as it owns any property within Riverbrook. Thereafter, these Association Bylaws may not be altered, amended or repealed except by the affirmative vote of more than two-thirds (2/3) of the percentage values of those votes entitled to be cast by Members qualified to vote. Notwithstanding the foregoing, if so required by applicable federal law or regulations, for so long as the Developer maintains its weighted vote as described in the Declaration, any and all amendments to these Association Bylaws shall be subject to the veto of HUD/VA.

8.08. Table of Contents; Headings. The table of contents and headings used in these Association Bylaws have been inserted for administrative convenience only and are not to be construed in interpretation.

8.09. Care and Upkeep; Collection of Common Expenses; Personnel; Changes to Administration of the Development. The following shall all be governed and determined (as the case may be) in accordance with the terms of the Declaration: (1) care, upkeep and surveillance of Riverbrook, the Units therein and the Common Area and Common Elements thereon; (2) the manner of collecting assessments for payment of the Common Expenses; and (3) the designation and dismissal of a property manager and other such personnel as are necessary for the administration of Riverbrook.

8.10. Rules and Regulations; Fines. The Board, without a vote of the Owners, may adopt reasonable rules and regulations governing the use and occupancy of the Common Area, Common Elements and the Units. Such rules and regulations shall become effective upon publication to Owners and residents by any reasonable means (or combination thereof) including distribution by mail, or email, posting on the Association's website and/or recordation with the Davidson County Register of Deeds. The Board shall also have the authority to levy fines against Owners and residents of Riverbrook for violations of the rules and regulations, the Declaration or these Association Bylaws. Fines shall be in amounts to be reasonably determined by the Board, in its sole discretion. The Board may adopt and amend from time to time a schedule of fines which shall be published to Owners and residents by any reasonable means. The Board's rule-making authority shall also include the authority to adopt a program for administering leases of Units and homes within Riverbrook and the authority to charge a fee to each Owner leasing their Unit to defray the expense to the Association of the lease administration program.

CERTIFICATION

I hereby certify that the foregoing Bylaws of Riverbrook Homeowners Association, Inc. were adopted by Riverbrook Homeowners Association, Inc. on the ____ day of_____, 2021.

_____

President

EXHIBIT C

ATTORNEY'S CERTIFICATION OF HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

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December 6, 2021

Dave Bulloch
President, Tennessee Division
Meritage Homes of Tennessee, Inc.
3000 Business Park Circle, Suite 300
Goodlettsville, TN 37072

Re: *Riverbrook, Davidson County, Tennessee*

Mr. Bulloch:

I am an attorney licensed to practice in the State of Tennessee. I have prepared legal documents required by Tenn. Code Ann. § 66-27-101, *et seq.* for the creation of the planned unit development consisting of Rear Driveway Units within the Riverbrook development located in Davidson County, Tennessee, including the Charter and corporate bylaws of Riverbrook Homeowners Association, Inc., and the Declaration of Restrictive Covenants for Riverbrook to be recorded with the Davidson County Register of Deeds. Such documents are in compliance with said statute and a planned unit development is created thereunder. This opinion is given for the limited purpose of complying with Tenn. Code Ann. § 66-27-103(b).

Sincerely,

Alvin L. Harris