

**THIRD SUPPLEMENTAL AMENDMENT TO DECLARATION
OR COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR TYWATER CROSSING**

This Third Supplemental Amendment to Declaration of Covenants, Conditions, and Restrictions for Tywater Crossing ("Third Supplemental Declaration) is made and entered into as of this eighteenth (18th) day of August, 2020.

WITNESSETH:

WHEREAS, Patterson Company, LLC (Declarant), has previously subjected certain property to the Declaration of Covenants, Conditions, and Restrictions for Tywater Crossing, recorded in Book 5691, Page 449, in the Register's Office for Williamson County, Tennessee; and

WHEREAS, Patterson Company, LLC (Declarant), following completion of development of Tywater Crossing, did transfer and/or assign any and all rights of Declarant to the Tywater Crossing Homeowners Association (Predecessor Declarant); and

WHEREAS, Tywater Crossing Homeowners Association as "Predecessor Declarant" is entitled to all the rights established in the original Declaration of Covenants, Conditions, and Restrictions for Tywater Crossing, recorded in Book 5691, Page 449, in the Register's Office for Williamson County, Tennessee; and

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

1. Article 10. Article 10 (Architectural Standards) of the Declaration is amended by the provisions as depicted in Exhibit "A" attached hereto; and
2. Article 11. Article 11 (Use Restrictions) of the Declaration is amended by the provisions as depicted in Exhibit "A" attached hereto; and
3. Exhibit D. Exhibit D (Use Restrictions) of the Declaration is amended by the provisions as depicted in Exhibit "A" attached hereto; and



This Document Prepared by:
Judy Moore
502 Tywater Crossing Boulevard
Franklin, TN 37064

BK: 8145 PG: 312-339
20043904

28 PGS:AL-RESTRICTIONS	
695903	
08/18/2020 - 01:01 PM	
BATCH	695903
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	140.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	142.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTER OF DEEDS

4. The First Supplemental Amendment to the Declaration is amended by the provisions as depicted in Exhibit "A" attached hereto; and
5. The Second Supplemental Amendment to the Declaration is amended by the provisions as depicted in Exhibit "A" attached hereto; and
6. Except as modified by this Amendment, the undersigned hereby ratifies the Declaration in full, as modified herein.

IN WITNESS WHEREOF, Tywater Homeowners Association, has caused this Third Supplemental Amendment to be executed as of the day and date first above written.

DECLARANT
TYWATER HOMEOWNERS ASSOCIATION
By: William P. Irvin
William P. Irvin, President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared, William P. Irvin, President of the Tywater Homeowners Association, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be President of the Tywater Homeowners Association, being authorized so to do, executed the foregoing instrument by personal signature for the purposes therein contained.

Witness my hand and official seal in Franklin, Williamson County, Tennessee, this 18th day of August, 2020.

Geneva A. [Signature]
NOTARY PUBLIC

My commission expires: Jan 18th 2022

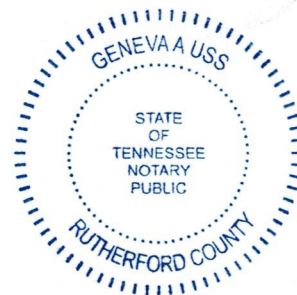


Exhibit "A"
THIRD SUPPLEMENTAL AMENDMENT TO DECLARATION
(Covenants, Conditions, and Restrictions)

for

TYWATER CROSSING

Architectural Standards and Rules & Restrictions

Revised August 18, 2020

Table of Contents

Introduction.....	1
Architectural Review Committee	2
Change Request Process	3
General Information.....	3
Plan Submissions.....	3
Decision Process.....	4
Right to Verify.....	4
Architectural Standards and Rules & Restrictions.....	5
Animals.....	5
Antennae/Satellite Dishes.....	5
Bio-Retention Area	5
Common Areas.....	6
Decks/Patios/Lattice Work.....	6
Detached Structures.....	6
Doors/Windows/Shutters.....	7
Drainage/Water Sprinklers.....	7
Driveways/Patios/Sidewalks.....	7
Fences/Handrails.....	8
Flags/Flag Poles.....	8
Garages.....	9
Holiday Decorations.....	9
Landscaping and Lawn Maintenance	9
Lawn Accessories.....	11
Leasing.....	11
Lighting.....	11
Mailboxes/Street Numbers.....	12
Paint/Siding/Brick/Roof	12
Recreational Equipment.....	12
Residential Use.....	13
Signs.....	13
Storage (Exterior).....	14
Swimming Pools/Hot Tubs.....	14
Trash/Garbage/Recycling.....	15
Vehicles.....	15
Yard Sales	16
Violations/Infractions.....	16
Monthly Dues.....	18
Disclaimer.....	18
Request to Change Form.....	Appendix A
Plat – Sample.....	Appendix B
Landscaping Edging Examples.....	Appendix C
Basketball Goal Examples.....	Appendix D

TYWATER

Architectural Standards and Rules & Restrictions

INTRODUCTION

One of the primary purposes of the Declaration of Protective Covenants, Conditions, and Restrictions (CC&Rs) for Tywater Crossing is to provide a method of determining certain architectural standards and use restrictions that will assure that property within the Tywater Crossing Development will be maintained in a fashion that will protect the investment of every homeowner. The original CC&Rs are recorded in Book 5691, pp. 449-506, in the office of the Register of Deeds for Williamson, County, TN. Subsequent addendums dated April 8, 2014, December 30, 2014, and October 26, 2015, were also filed by Patterson Company, LLC, as amendments to specific articles of the original CC&Rs. *This document represents the third supplemental amendment to declarations of the CC&Rs and, as such, supersedes all former declarations and/or amendments pertaining to use restrictions and/or architectural standards.*

The Declaration strictly prohibits the addition of or the alteration of any structure on any Lot without prior written approval of the Board. The prohibition is very broad including, but not limited to, the changing of exterior paint colors on a home. The Declaration further states that the Board has the right to develop and disseminate architectural guidelines for the Development. The guidelines are specifically referred in the Declaration as the "Architectural Standards" and is considered an extension of the Declaration. This document, however, combines sections from previous governing documents pertaining to use restrictions and architectural standards and serves as a set of guidelines to be followed by Tywater homeowners. These guidelines do not include any approvals or restrictions required by local City, County, or other governmental authorities.

The purpose of this document is to provide written guidelines related to the use of the property within Tywater Crossing including the construction of improvements and/or alteration of existing structures upon Lots within the Development. As guidelines, these standards may not be determinative of whether a particular use of one's property is acceptable or whether or not the plans for a proposed improvement will be approved. Because of the uniqueness of each Lot within the Community, including variations in size, topography, and location, certain uses, improvements, or modifications suitable for one Lot may be inappropriate for another Lot. Therefore, despite the guidelines offered by the "Architectural Standards," the Board is authorized to apply different rules for different Lots to reflect these physical variations. Example: The Board may allow an improvement or modification to a structure or Lot which cannot be seen

from the street or other Lots within the Community but prohibit the same improvement on a different Lot if it can be viewed from the street or other Lot.

In accordance with the original By-Laws and CC&Rs adopted for the Tywater Crossing Homeowners Association (HOA), its Board of Directors (the Board) hereby declares and adopts the "Tywater Architectural Standards and Rules & Restrictions" contained herein as additions to and/or revisions of the original use restrictions and architectural standards defined in the CC&Rs and associated addendums. As stated above, standards, rules, and restrictions stated in this "Tywater Architectural Standards and Rules & Restrictions" supersede any related use and architectural guidelines defined in the original Declaration and subsequent amendments. In addition, these standards, rules, and restrictions are subject to promulgation, modification, and/or deletion by the Board from time to time per authority detailed in Article 5.4, page 7, of the original CC&Rs.

ARCHITECTURAL REVIEW COMMITTEE

One important aspect of maintaining the integrity of a residential community provided by the CC&Rs is authorizing the formation and defining the duties of an Architectural Review Committee (ARC), which consists of members agreed upon and appointed by active members of the Board. The CC&Rs for the Tywater Community grant the ARC conditional oversight powers regarding the aesthetic impact of design, construction, and development on Community properties. As such, the ARC has the right to review and make recommendations to the Board regarding any proposed changes to exterior homes or Lots within the Community.

For any alteration that materially affects the appearance of the property, a change request form must be completed and filed for review by the ARC. Examples of these changes include, but are not limited to, planting trees and shrubs; erecting fences; installing new or changing existing drainage berms; changing paint colors or any exterior materials; installing patios, fire pits, and decks; etc. Such changes are addressed, not to restrict personal preferences, but to preserve the unity of the community.

The "Tywater Architectural Standards and Rules & Restrictions" further strictly prohibits the addition to and/or alteration of any structure on any Lot without prior review by the ARC and subsequent written approval by the Board. Consequently, the Board has the obligation to develop and disseminate architectural guidelines to homeowners within the Community. These guidelines are specifically listed and described later in this document.

It is not the intent of the Board to impose a uniform appearance within the Tywater Crossing Community nor to discourage creativity on behalf of homeowners. Its intent is to promote and assure that all improvements are aesthetically compatible and reflect the image of a quality

development. During the review process, the Board and its ARC are bound to be fair, impartial, and understanding of individual goals and preferences.

CHANGE REQUEST PROCESS

General Information:

When submitting a Change Request Form (*provided as Appendix A to this document*), homeowners are requested to provide as much detail as possible. This will eliminate confusion and reduce the time required by the ARC to respond to the requesting homeowner. Plans should be specific in nature and include such items as types of materials to be used, planned start/completion dates, types and sizes of plants, and actual photographs when applicable. Plans should also be limited in scope to work that can be completed within a period of thirty (30) to ninety (90) days unless a longer time is specifically requested due to an exceptionally large project.

All changes which require approvals from local City, County, or other governmental authorities require prior review by the Board, and evidence of contingent Board approval must accompany all submissions to these authorities. Once governmental approvals are secured, change requests must be resubmitted for final Board approval.

The ARC will meet on an as-needed basis to review new change requests and, if applicable, conduct homeowner site visits. Every change request will receive a written response no later than thirty (30) days from the day all final documentation has been received.

Plan Submissions:

Homeowners are requested to submit a completed Change Request form to the address indicated on the form and include photographs and/or required documentation of the proposed project. All original submitted plans become the property of the HOA and will not be returned but, instead, filed for future reference and verification. Once plans are received, they will be date-stamped and reviewed by the ARC in the order in which they are received.

On-site review is necessary in some cases, so ARC members can accurately assess any impact the change might have to neighbors and the general quality of the Community. Visits are usually brief and will typically, but not always, require no homeowner participation. However, if a homeowner prefers to be present, the ARC will certainly welcome his/her presence; and homeowner availability is highly recommended for questions regarding complex plans.

In requesting approval of large landscaping projects, homeowners are encouraged to develop a long-range (three [3] months) plan for submission to the ARC. Many professional landscape

companies provide services for reasonable fees. Professional assistance is encouraged to assist in reduction of plant loss. The landscape plan should be detailed and include such items as plant type, size, quantity, estimated time to complete project, and the physical location of each plant. While many landscaping plans can be all encompassing, please limit change requests to work that can be completed within three (3) months.

Decision Process:

Upon completion of project review, the ARC will respond directly to the homeowner with one (1) of four (4) decisions:

- Plan Accepted- The plan was accepted as documented, and the homeowner may proceed immediately. All work must be done in accordance with the plans as approved by the Board. Any changes or modifications to original plans must be submitted to and reviewed by the ARC and subsequently approved by the Board.
- Plan Accepted with Specific Conditions – The plan was accepted with specific conditions including approvals by local City, County, or other governmental authorities, if applicable. The homeowner should review the conditions and, if in agreement, sign the conditions form and submit it to the ARC.
- Plan Denied with Explanation – If the homeowner’s plan was denied, an explanation will be provided. In many cases, the ARC will recommend one (1) or more alternative solutions. If the homeowner is receptive to one (1) of these, the homeowner would need to resubmit within sixty (60) days a new Change Request form detailing the plan.
- Plan Pending – If a plan request is incomplete upon submission, the homeowner will be notified, and the request will be on hold until the required documentation has been received by the ARC. Upon receipt of a complete request, the ARC will have up to thirty (30) days from the day all final documentation has been received to respond.

Right to Verify:

While under construction or following completion of a project, the ARC does reserve the right to review approved project to ascertain adherence to the plan as approved.

ARCHITECTURAL STANDARDS and RULES & RESTRICTIONS

The following standards, rules, and restrictions are specifically adopted for the Tywater Crossing community:

Animals:

Only household pets may be kept on any Lot, provided they are not kept, bred, or maintained for any commercial breeding purposes. Dogs, cats, and other permitted household animals cannot be free to roam the neighborhood per the rules and regulations known as the "Leash Law" of Williamson County. When a household animal excretes feces upon property not belonging to the Owner, it is the Owner's responsibility to clean up after the animal at or very near the time of excretion and to dispose of said waste properly. This rule also extends to include the sidewalk and lawn between the sidewalk and street fronting each Owner's Lot. *Under no circumstances should waste be dumped into the bio-retention area.*

In accordance with Tennessee Code Annotated 68-8-101 through 68-8-114 regarding required vaccination and registration, it is unlawful for any Owner to keep, harbor, or permit to remain on the premises of such Owner any dog or cat over six (6) months of age that has not been vaccinated against rabies. In addition, it is unlawful for any dog not to wear evidence of up-to-date vaccination.

Any animal having the ability to clear its Owner's fence must be restrained within the fenced area at a distance sufficient not to threaten or harm persons outside the fenced area. Likewise, Owners are required to restrain in similar fashion within said fence any animal previously reported to have threatened another person or persons lawfully present on common ground.

Antennae/Satellite Dishes:

Satellite dishes for television services are permitted on a Lot without placement review by the ARC if they are placed in the rear of the house and not visible from the street. Any other placement of such equipment on the Lot requires prior review by the ARC and subsequent written approval by the Board.

Exterior antennas for the transmission or reception of radio signals are prohibited.

Bio-Retention Area:

The bio-retention area was included in the original plans of the Tywater Crossing Community by the Builder in compliance of strict requirements, codes, and/or ordinances of the City of Franklin. The City determines the species and number of all plantings as well as all components (sand, rock, soil, etc.) comprising the drainage basin itself. Continuing maintenance is required of the Tywater

Community with subsequent required, written reporting to the City of Franklin on a regular basis. Site visits are made by City regulators to verify compliance with City codes, and fines are levied for violations. *Under no circumstances, should any materials (rocks, plants, etc.) be removed or added to the area at any time. In addition, children should not allowed be to play in the area at any time.*

Common Areas:

Common Areas shall have the same definition as set forth in the CC&Rs for the Tywater Association. In addition to said rules,

- No Lot owner may use any portion of the unimproved Common Areas in a manner that appears as if such portion is for the use of less than all Lot owners. No structure, including playground equipment, gardens, flower beds, fire pits, etc., may be placed, erected, or planted in the Common Areas without prior, written approval from the Board. No portable fire pits may be used in the Common Areas except for Tywater community-wide activities and only with prior, written approval from the Board.
- Under no circumstance, shall any person use the Common Areas for motorized recreation. Using trucks, cars, motorcycles, dirt bikes, four-wheelers, golf carts, or any other type of motorized vehicle is strictly prohibited. Only HOA-approved maintenance vehicles are allowed in the Common Areas.
- Alteration of the unimproved portions of the Common Areas is prohibited. No trees, shrubbery, landscaping or materials shall be added, removed, cut, or otherwise altered by any Lot owner without prior, written permission by the Board. Under no circumstance shall a Lot owner be permitted plantings and/or other installations, including irrigation systems and/or invisible fencing in a formation that indicate ownership or exclusivity of use by the Lot owner in any portion of the Common Areas.

Decks/Patios/Lattice Work:

All decks should be constructed of pressure-treated pine or superior materials, be located on the back of the house, and not extend past the sides of the house.

All plans to build new or to improve/expand existing decks, patios, and/or lattice work require prior review by the ARC and subsequent written approval by the Board. To be included with the architectural change requests, homeowners must submit landscape plans to address areas under and around the proposed new construction.

Storage areas of any type under previously installed decks require prior review by the ARC and subsequent written approval by the Board.

Detached Structures:

Detached arbors/swings are permitted in rear yard only and must be located to have minimal impact on adjacent neighbors and streets. Homeowners are encouraged to include landscaping

plans to minimize neighboring view. Such structures may be limited, restricted, or not permitted on corner or cul-de-sac Lots that may result in offensive views from neighboring properties.

Dog houses require applicable homeowners to obtain appropriate governmental authorization and approval, and these should be submitted in the change request package to the ARC. Approval may be permitted for doghouses located within a fenced rear yard only, having no visibility from the street, and constructed of materials that are in harmony with the exterior of the home.

No permanent storage sheds/buildings shall be permitted on any Lot at any time.

Doors/Windows/Shutters:

Any alterations to the exterior of the house including doors, windows, and/or shutters require prior review by the ARC and subsequent approval by the Board. Doors may be painted in a solid color to accent the overall house exterior following prior ARC review and approval by the Board. However, shutters and dwelling exterior should remain, if at all possible, consistent with original construction palette. Aluminum/glass storm doors are permitted as long as frames are the same color or complement existing doors. Storm doors must be full-glass. Screen doors are not permitted on the front of the home.

Stained glass windows are not permitted in windows or doors visible from the street. All requests for lead glass doors, glass blocks, or changes to original windows require prior review by the ARC and subsequent written approval by the Board.

All window treatments facing the street must be lined in white or off-white to give the development an uncluttered look from the outside. The type of window treatments may include white sheers, white blinds, white shutters, or white-lined drapes/curtains.

Drainage/Water Sprinklers:

Prior to authorizing any work regarding exterior water drainage, homeowners should contact the HOA's management company, which will refer questions/issues to the Board. Installation of new or relocation of old sprinkler systems require submission of change requests.

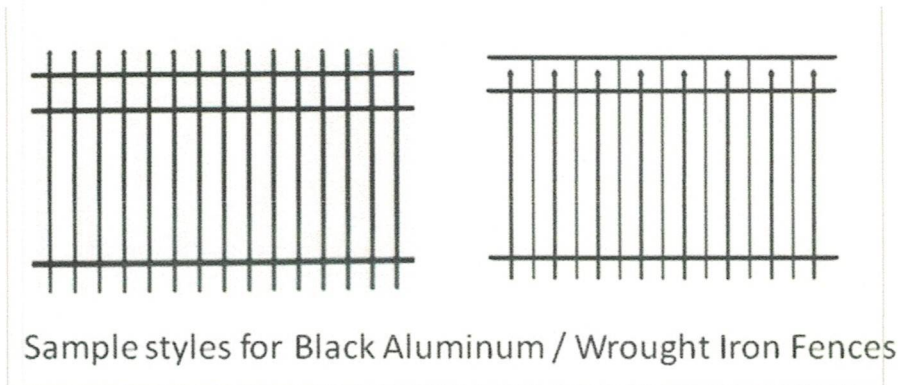
Driveways/Patios/Sidewalks:

Any changes to existing hardscapes require prior review by the ARC and subsequent written approval by the Board. A professional contractor must complete all new hardscape construction and/or complex repairs to existing areas unless specifically approved by the Board.

Fences/Handrails:

Fences are permitted in the rear yard only and require the homeowner to obtain appropriate local governmental authorization and approval to be included with a detailed plan to the ARC for consideration. The request should include a complete description and picture of the fence, materials, sealant, site plan showing fence location in relationship to property lines, and a copy of the Lot plat, drawing, or aerial photo detailing lot lines, measurements, and improvements (See Appendix B for a sample Lot plat). When submitting a request, a landscape plan should be included and reflect buffering, as much as possible, from neighbors. So not to impede or impact drainage on adjacent properties, fences may not be located on exact property lines but, instead, must be set above existing swells. In addition, fences bordering common areas must be set back from property lines sufficiently to allow access for utility vehicles and/or future landscaping buffers. All fence requests must also include on-site visits by a member of the ARC both prior to and following installation.

All proposed fences must be of black aluminum or wrought iron materials and must be no less than four feet (4') and no greater than six feet (6') in height. Additional requirements may apply to select home sites. No wooden fences are permitted except in cases of grandfathered approvals dating prior to 2018. These requests will be considered by the ARC for repair, removal, and/or reconstruction.



Handrails are permitted, with ARC review and Board approval, on front or rear steps but may not exceed standard building codes of thirty-six (36) or thirty-seven (37) inches in height.

Invisible electrical fences for dogs do not require ARC review; however, they must follow the same setback rules applicable to traditional fencing in order to avoid conflict with adjacent neighbors. Invisible fences also must not extend beyond the home side of sidewalks.

Border flags should be removed no later than six (6) weeks following installation of invincible fencing.

Flags/Flag Poles:

Lot owners are permitted to install a side-mounted flag pole on homes to display the American flag of a size not to exceed three (3) feet by five (5) feet. Any flags displayed must be in good

condition; and frayed, torn, or faded flags should be removed immediately. The maximum allowable number of side-mounted flag poles per home cannot exceed one (1). EXCEPTION: For holidays appropriate for displaying the American flag (Memorial Day, Flag Day, July 4th, Labor Day, and Veteran's Day), one (1) temporary flag pole, not exceeding eight (8) feet in height is permitted on these days and the seven (7) days leading up to and following the holiday.

Flags or banners for advertising are strictly prohibited.

Decorative flags cannot be visible from the front of the house. They may be placed in the rear of the house on a pole attached to either the deck or house where they will have minimal visual impact to surrounding properties and streets. Stand-alone flag poles are not permitted.

Garages:

Homeowners or authorized occupants of a home site may not convert such garage for use as living space. Automobiles must be parked in the garage or in the driveway originally designated for the home site. All other vehicles such as motorbikes, bicycles, etc., must be stored in the garage. Garage doors should remain closed except for necessary use, ingress, and egress.

Holiday Decorations:

Holidays are an important part of the American lifestyle, and decorations are an excellent way to display enthusiasm for a particular holiday. Temporary outdoor decorations are allowed and encouraged in a tasteful, neat, and attractive manner; and residents wishing to display holiday decorations should remember to be considerate of their neighbors.

No outdoor lighting or displays shall spill over onto neighboring Lots and should be kept within property setback lines, *i.e.*, between the sidewalk and the actual home. Decorations may be displayed for up to one (1) month before any holiday and must be removed within two (2) weeks following the holiday. EXCEPTION: Exterior Christmas decorations shall follow a time schedule for display no earlier than the day following the Thanksgiving holiday and no later than January 15th.

Landscaping and Lawn Maintenance:

Each homeowner has the duty to keep Lot grass cut on a regular basis depending on the growing season, to keep Lot free from weeds and trash, and to keep Lot neat and attractive in appearance. Grass must not be allowed to grow over six (6) inches tall. Should any homeowner fail to do so, the Association may take such action as deemed appropriate, including mowing. In such cases, the homeowner shall, upon demand, immediately reimburse the HOA for all expenses incurred in so doing. Clippings should not be blown and/or moved to the street or into the drainage lines.

In order to maintain Lots in neat and attractive state, barren spots of land should be reseeded, sodded, or landscaped promptly as the season permits. Trees and shrubs must be kept trimmed.

Landscaping islands and/or beds must be kept weeded and be covered at least once a year with pine straw, brown or black wood mulch, or natural chopped bark. Areas under all decks must be kept free of weeds and debris or be completely enclosed.

The preferred edging for landscape beds is either a neat four-inch (4") or six-inch (6") trench or natural living plant life. Edging permitted without ARC review is limited to black or brown metal or plastic not to exceed three inches (3") in height. Use of any other colors or materials, including rocks, boulders, stones, bricks, or wood blocks to line/edge beds visible from the street require prior review by the ARC and subsequent written approval by the Board. Loose stones, rocks, etc., are not permitted for either edging or mulching beds. Landscaping walls require prior review by the ARC and subsequent written approval by the Board. *(See Appendix C for examples of landscaping edging previously approved in the Community.)*

Lot owners must maintain landscaping across the entire front of the home. Additional plantings to existing landscaping beds require no review by the ARC; however, expansion of original beds or creation of new beds does require prior review by the ARC and subsequent written approval by the Board. New plantings or landscaping bordering the street side of a Lot and/or Common Area also require prior review by the ARC and subsequent written approval by the Board. Also, no additional plantings or materials may be placed on any Lot between the sidewalk and the street without prior review by the ARC and subsequent written approval by the Board.

Landscaping should relate to the existing terrain and natural features of the Lot, utilizing plant materials appropriate for the Southeastern United States growing zone. Under no circumstance, should any homeowner install highly invasive plants such as bamboo, kudzu, etc., on any Lot or Common Area.

No viable tree with a diameter greater than six inches (6") measured two feet (2') from the ground may be removed without prior review by the ARC and subsequent written approval by the Board. The removal of live branches greater than eight feet (8') above the ground also require ARC review. Also, zoning conditions imposed by governmental agencies may require approval from said agencies. No trees or planting may be removed by homeowners from any non-disturbance buffer or common area.

Trees having limbs that hang over a sidewalk are required to be trimmed, at homeowner expense, to an eight foot (8') horizontal and vertical clearance of sidewalks and traffic signs, as otherwise required by the Codes and Regulations of the City of Franklin.

Street trees will be mulched each year by the commercial landscaper contracted by the Board. Homeowners are asked not to mulch these areas, so that mulching along boulevards, lanes, and streets will present an overall cohesive appearance within the community. However, homeowners are responsible for watering street trees on their Lots. If a street trees dies, the Board will select a replacement tree of species and size consistent with requirements of the City of Franklin; and the homeowner will be assessed all related expenses and required immediate reimbursement to the HOA for those costs. The types of trees within the Tywater Community

differ from area to area in order to prevent mass destruction from disease outbreaks and/or death due to viruses or blights. Consequently, replacement of street and bio-retention plantings require input and approval from the City of Franklin.

Vegetable gardens are allowed in the back/rear yard of each Lot as long as they are not visible from the street.

Lawn Accessories:

All lawn accessories including, but not limited to, bird baths, fountains, frog ponds, bird houses, hook gardens, or similar items may not be located in the front yard.

Leasing:

Homes may be leased for residential purposes and for a duration of not less than 12 (twelve) calendar months. All leases shall require, without limitation, the tenant (lessee) to acknowledge in writing a receipt of a copy of this document. Copies of all executed leases and associated documents must be furnished by the Homeowner (lessor) to the Board within 5 (five) business days of execution. The Board may require additional information deemed necessary by the Board.

Violation of standards, rules, and/or restrictions adopted pursuant thereto by the lessee, any occupant, or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Tennessee law.

The Homeowners Association, acting through the Board, has the power and authority of enforcement against the Homeowner for violations that may occur due to failure by the lessee to abide by standards, rules, and restrictions detailed in this document.

Dues and/or any special assessments remain the responsibility of the Homeowner.

Lighting:

All exterior lighting shall be consistent with the character established in the Tywater community and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting in addition to original construction requires prior ARC review and subsequent written approval by the Board.

Outside street posts should remain black in color. Colored lens, lamps, and/or bulbs of any type are not permitted. EXCEPTION: Holiday decorations may include colored lights but must follow the display time schedule detailed under "Holiday Decorations" in this document.

Mailboxes/Street Numbers:

All mailboxes are to be the same design and style in keeping with the original construction of Tywater Crossing. Homeowners are required to maintain mailboxes in clean and neat fashion, *i.e.*, keeping it painted and in good repair. Lettering on mailboxes should include only the house number and have a consistent font, size, and appearance throughout the neighborhood. No covering, designs, or decorations are permitted on any mailbox. The ARC should be contacted for assistance regarding replacement of damaged or missing mailbox parts.

Street numbers or names are not permitted on the curb.

Paint/Siding/Brick/Roof:

Any alterations to the exterior color of the house including, but not limited to, doors, shutters, brick, siding, or roof, require prior review by the ARC and subsequent written approval by the Board. New roofs should follow the same style and color standard as originally installed.

Recreational Equipment:

Children's play equipment including trampolines and swings must be surrounded by a buffer of landscaping except when not visible from the street or with only minimal visibility from adjacent properties. Also, trampoline supports may be buried to be level with the ground to provide minimal visual impact on adjacent properties and streets.

Basketball goals are prohibited on Lots with alley-access driveways. On Lots with driveway access from the front of the property, up to one (1) permanent basketball goal with a single black post or pole, clear backboard, and without peripheral attachments is permitted provided installation is out of public view and with minimal impact on adjacent properties. Special circumstances based on Lot topography and layout may be approved by the Board upon written request. Non-permanent basketball goals are allowed but must not be placed near sidewalks or streets and must be stored with minimal public view following each play session. (*See Appendix D for examples of previously approved goals in the Community.*)

Installation of any play equipment (swing sets, trampolines, basketball goals, sandboxes, *etc.*) requires prior review by the ARC and subsequent written approval by the Board.

Tennessee motor laws forbid operation on public streets/roads of any vehicle not legally approved for street use. This includes children's motor bikes, go-carts, dirt bikes, *etc.* In order to preserve the safety of residents and/or visitors, operation of such vehicles on any street or alleyway within the Community is strictly prohibited. Because of safety issues related to driveways and traffic stops, children using such vehicles on public sidewalks must be accompanied at all times by a person or persons over eighteen (18) years of age.

The HOA will be held harmless from any accidents or injuries to persons or property due to any form of recreational activities including, but not limited to, methods of play and equipment use, erection, and/or storage.

Residential Use:

Home sites may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the home site; (b) the activity conforms to all zoning requirements of the Development; (c) the activity does not involve regular visitation to the home site by clients, customers, suppliers, or other invitees or door-to-door solicitation of Tywater residents; (d) the activity does not increase traffic; (e) the business activity does not increase the insurance premium paid by the Homeowners Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (f) the activity is consistent with the residential character of the Development and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board.

The leasing of a home site shall not be considered a business or trade within the meaning of this Section.

Signs:

No signs (commercial, institutional, advertising, reminders, etc.) shall be displayed on any Lot, porch, building, or structure.

Exceptions include:

- Homeowners may display one (1) professional security sign in front of the home but should place it in the shrub area immediately in front of the home.
- Homeowners may display or erect a maximum of one (1) "For Sale" sign between the sidewalk and the house. "For Rent" signs are prohibited.
- Homeowners may display one (1) sign in celebration of exceptional family milestones (new baby, school graduations, etc.) for a maximum period of fourteen (14) days.
- Homeowners may display one (1) sign per political candidate. Signs must not be larger than four (4) square feet and must be placed at least ten (10) feet from the curb. Signs may be placed on Lot as early as sixty (60) days prior to a general election but must be removed the day following the applicable election. No sign or emblem representing political issues or agendas of any kind may be placed on a home site or attached to any dwelling.

No temporary or permanent sign is permitted in any common ground area without prior review by the ARC and subsequent written approval by the Board.

Storage-Exterior:

No storage sheds/buildings shall be permitted on any Lot at any time.

Garden hoses should be stored either indoors or on reels in the backs or sides of houses. Reels may be mounted only on the side or rear of a house. There should not be garden hose reels stored, installed, or mounted on the front of a house.

Bicycles and other children's toys and equipment should be stored out of view of neighbors and from the street when not in use. Bicycles/toys shall not be stored on the front porch or front lawn for longer than a twenty-four (24)-hour period.

Towels, clothes, and other items are not permitted to hang on porch railings or fences at any time. Clothes lines are prohibited.

Firewood may be stored in the backyard provided it is not visible from the street. Logs should be stacked and/or stored in orderly fashion.

Homeowners will be allowed to use dumpsters or Portable-on-Demand (POD) storage units under the following circumstances:

- Any storage unit placed on the street requires a City of Franklin permit and must be located next to curb in front of homeowner's Lot without blocking storm drains, street parking spaces, or neighboring driveways or mailboxes. Placement must adhere to City guidelines, which include, but not limited to, placement of plywood sheets beneath unit to prevent damage to street surface. Any damages will be assessed by the City directly to Homeowner.
- Units may be located in Homeowner's driveway without a permit for a maximum of seven (7) days.

Swimming Pools/Hot Tubs:

Permanent above-ground swimming pools and hot tubs are not permitted.

All in-ground pools, spas, or whirlpools require prior review by the ARC and subsequent written approval by the Board and must fit naturally into the topography of the proposed Lot. Approval requests must include a detailed plan including site layout, fencing, and landscaping. All pumps, filters, *etc.*, must be located so not to cause a nuisance to neighbors and must be screened from view with landscaping. Location must provide minimum visual and audio impact to the surrounding properties and streets. Drainage from pool, pump, filter, *etc.*, directly onto lawns and/or into storm drains at any time is strictly prohibited.

Pool enclosures are not permitted. Fencing must encompass a greater area of the Lot rear than merely the pool or pool surround perimeters.

Trash/Garbage/Recycling:

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, or other waste shall not be kept on the Lot except in sanitary containers. Trash containers, recycle bags, and/or brush must not be placed at the street curb before 4:00 p.m. on the evening before the day of scheduled pickup. Trash containers must be returned to a location not visible from the street no later than 10:00 p.m. on the day of pickup. Trash in excess of receptacle capacity must be stored inside the home or garage with no visibility from the street prior to transport to the curbside for pickup.

Vehicles:

A homeowner or occupant shall be permitted to park the maximum number of cars or similarly sized motor vehicles in a garage according to its design capacity. In addition, cars or similarly sized vehicles may also be parked in driveways. As with Common Areas usage, homeowners may not claim ownership of or park in, on a regular basis, any of the spaces designated as visitor parking along Tywater Crossing Boulevard and Charming Court. Homeowners are asked not to park on the street in front of neighboring homes if parking is available in driveway or garage of homeowner. Blocking mailboxes of neighboring homes interferes with delivery of U.S. mail by federal employees and should not occur.

Damaged or disabled vehicles are prohibited from being parked within the Tywater development except in garages. For the purpose of this document, a vehicle will be considered "damaged" and/or "disabled" if it has obviously been wrecked, is obviously inoperable, or does not display a current license tag.

Boats, jet-skis, or other watercraft, trailers, motorcycles, buses, panel trucks, trucks with a load capacity of 1 (one) ton or more, vans (excluding vans used by handicapped persons or vehicles having received designation of "car" or "passenger vehicle" by the TN Department of Motor Vehicles), recreational vehicles (RVs), and vehicles primarily used for commercial purposes or with commercial writings on their exteriors are prohibited unless housed in a garage or homeowner has secured prior approval from the Board. Exceptions include vehicles with markings designating police, Sheriff, or Fire Marshall. With prior written approval from the Board, homeowners may allow guest vehicles classified as prohibited above to park in the homeowner's driveway. Such parking requires separate, written approval from the Board. Such vehicles should be parked to allow minimal view from the street, and street parking is prohibited. The Board shall have sole discretion to determine whether parked vehicles provide minimal street view.

Commercial vehicles or vehicles with exterior commercial writings shall be allowed during normal business hours for the purpose of serving any home site or the common areas provided no such vehicle remains on the property overnight for any purpose unless prior written consent of the Board is obtained.

If any vehicle is parked on any portion of the Development in violation of Tywater rules and restrictions, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice

must be conspicuously displayed with contact information for the owner to contact regarding the violation plus the contact information for the person or entity that will do the towing or booting. If the violation continues after twenty-four (24) hours or again within six (6) calendar months of the first notice, the vehicle may be towed or booted without further notice to the owner or user of the vehicle.

If the vehicle is parked in a fire lane, is blocking access to another homeowner's residence, is blocking ingress or egress of the Development, is obstructing the general flow of traffic, is parked in a grassy areas, or otherwise is creating a hazardous situation, no notice shall be required; and the vehicle will be towed immediately.

Yard/Garage Sales:

Yard/garage sales are not permitted except as a Tywater community-wide event open to participation among all homeowners. Such sales will be coordinated by the Events Committee Chairperson, calendared as a Tywater community event, and announced no less than thirty (30) days in advance to allow all interested homeowners ample time to prepare.

VIOLATIONS/INFRACTIONS

The discretionary powers of the Board are also coupled with the ability to establish and levy fines and penalties for noncompliance including the right to suspend membership rights such as the right to vote or to use common areas. Although not limited to the following, "noncompliance" would include failure to obtain approval of a new structure in conformance with approved plans. Homeowners in violation of the rules and standards set forth in this document will be notified in writing of the specific violation and will be fined and penalized in accordance to the CC&Rs for the Tywater Association.

Homeowners may report any violations to the Board-approved management company or to any active member of the Board. Homeowners should review the by-laws and covenants referenced above to understand their rights and/or obligations as property owners in Tywater Crossing.

If any rule or regulation, as set forth herein or as amended hereinafter, is violated, the Board establishes the following penalties for each infraction except in such circumstances that the Board determines immediate action is necessary, appropriate, and permissible under the CC&Rs for the Tywater Homeowners Association:

- For the first infraction, the Board has authorized a representative of the HOA's property management company to send written notice to the homeowner of such infraction with

designation of a reasonable time to correct or cure said violation, which shall be no less than ten (10) calendar days, *i.e.*, the First Notice Period.

- If the violation continues or is repeated during the First Notice Period or if the infraction is repeated within three (3) months following the date of the first written notice, the management company is instructed to send a second written notice to the homeowner that references repeated or continuing infraction and provides a reasonable time to correct or cure said violation. In this instance, a reasonable time is determined to be no less than five (5) days, *i.e.*, the Second Notice Period.
- At any time following the Second Notice Period, the infraction continues and/or is repeated within the three (3) month period following the second notice, the management company is authorized to take action, up to and including retaining an attorney, as set forth in Article V, Section 5.3, "Enforcement of . . ." of the CC&Rs. If an attorney is retained to enforce the restrictive covenants, said homeowner shall be responsible for all reasonable legal fees and expenses plus any other damages incurred by the Board, said amount becoming immediately due and assessed against the homeowner.
- In addition, after receiving the second notice, the homeowner may provide written request to address the Board at its next scheduled meeting regarding the violation. Therein, the Board may determine whether the infraction has been cured or corrected, whether the infraction has been repeated within a three (3) month period from the date of the first written notice, and/or whether the Board needs additional information. If the Board determines that the violation has not been corrected or cured or has been repeated more than one time during the three (3) month period following the second written notice, the Board may, in its discretion, suspend the homeowner's voting rights, suspend the homeowner's right to use Common Areas for a time period not to exceed sixty (60) days, and/or take any other action deemed necessary to correct the violation or infraction. Nothing herein shall require the Board to cease action to stop the infraction pending the hearing before the Board.
- After the Second Notice and if the infraction continues and/or is repeated within the three (3) month period following the date of the second notice, subsequent notices will include a fine payable to the HOA. The fine amounts will be as here designated:
 - \$25 due upon receipt of the third (3rd) notice,
 - \$50 due within thirty (30) days following the third (3rd) notice if the infraction continues,
 - \$100 due within sixty (60) days following the third (3rd) notice if the infraction continues, and
 - \$100 due each subsequent thirty (30) days until the infraction is corrected.

MONTHLY DUES

All homeowners shall pay monthly dues by the fifteenth (15th) day of each month. If said dues have not been received by that date, a \$10 late fee shall be due in addition to the full monthly dues. As directed by the Board, the management company shall send a written statement to applicable homeowner indicating the balance due upon request. An additional \$10 late fee shall be due for each subsequent month that the homeowner has outstanding arrearage.

DISCLAIMER

Nothing herein shall be construed to abrogate or waive any other rights or remedies the HOA and/or its Board has available in the CC&Rs and/or Bylaws governing the Tywater Crossing Community.

REQUEST FOR CHANGE
Tywater Homeowners Association

Property Owner(s): _____
Property Street Address: _____ Lot #: _____
City/State/Zip: _____ Telephone #: _____
Email Address: _____

Proposed Improvement (Complete Description), Attach additional pages, if needed:
NOTE: If project includes fencing, complete Fence Request Form, also.

Contractor Licensed: _____ Yes _____ No
Building Permit Required: _____ Yes _____ No If so, have obtained? _____ Yes _____ No
Dimensions: _____ (if applicable) Color: _____ (if applicable)
Paint/Stain Selection (if applicable): _____
(Please list the manufacturer's name and name & number of paint/stain and retailer where purchased.)

Project Location on Property: _____ Project Cost: _____
Contractor's Name: _____ Contractor Phone #: _____
Contractor's Address: _____
Contractor's Website (if applicable) _____
Construction Materials: _____

- All submissions must be accompanied with the following:
- Architectural drawing and/or photographs
 - Property plat/sketch/aerial photo with proposed change in reference to the home and property lines
 - Description and photos of materials
 - Signed Disclosure (page 1 of Appendix A)

You may NOT begin construction on any modification until you have received written approval from the ARC.

For Internal Use:
Date Management Firm Received: _____ Date Approved: _____ Date Denied: _____

- Conditional Approval/Denial Explanation:
- Approved project must be completed within _____ days of approval.
 - No project or improvement may impede or impact drainage on homeowner's lot or adjacent properties.
 - Approved, pending evidence of government approval(s) where applicable
 - _____
 - _____

Architectural Review Committee/Board Signatures:

_____ Date	_____ Date
_____ Date	_____ Date

REQUEST FOR FENCE INSTALLATION
Tywater Homeowners Association

Property Owner(s): _____
Property Street Address: _____ Lot #: _____
City/State/Zip: _____ Telephone #: _____
Email Address: _____

Proposed Improvement (Complete Description), Attach additional pages, if needed:
NOTE: If project includes fencing, complete Fence Request Form in addition to this form.

Building Permit #: _____ (if available at time of application)

Dimensions of Fence: _____
(NOTE: Height may not exceed six feet (6').

Color: Black only _____

Additional Requirements:

- Good side must show out.

Contractor's Name: _____ Contractor Phone #: _____

Contractor's Address: _____

Contractor's Website (if applicable) _____

Construction Materials: Aluminum or Wrought Iron Only _____

All submissions must be accompanied with the following:

- Property plat/sketch/aerial photo with proposed change in reference to the home and property lines
- Proposal or contract with Contractor
- Photograph/brochure showing fence style/capping
- Landscaping plan, if applicable
- Signed Disclosure (page 1 of Appendix A)

You may NOT begin construction on any modification until you have received written approval from the ARC.

For Internal Use:

Date Management Firm Received: _____ Date Approved: _____ Date Denied: _____

Conditional Approval/Denial Explanation:

- Approved project must be completed within _____ days of approval.
- No project or improvement may impede or impact drainage on homeowner's lot or adjacent properties.
- Approved, pending evidence of governmental approval(s) where applicable
- _____
- _____

Architectural Review Committee/Board Signatures:

_____ Date	_____ Date
_____ Date	_____ Date

APPENDIX B

MINIMUM BLDG. SETBACKS

FRONT YARD..... 10'
 SIDE YARD..... 5'
 REAR YARD..... 5'

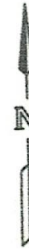
■ STAKE ON

THIS PLOT PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A SITE INSPECTION OR TITLE REPORT. THEREFORE THIS PLOT PLAN IS SUBJECT TO AN ACCURATE AND UP TO DATE TITLE REPORT. THIS PLOT PLAN IS NOT REPRESENTATIVE OF A BOUNDARY SURVEY BY DELTA ASSOCIATES.

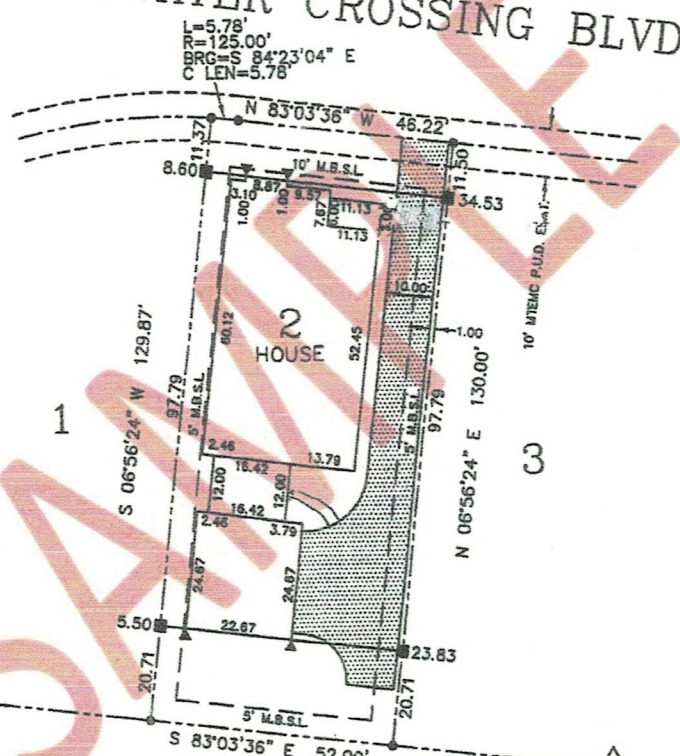
GRAPHIC SCALE



(IN FEET)
 1 inch = 30 ft.



TYWATER CROSSING BLVD.



PLOT PLAN

HAMPTON D
 COTTAGE W/BREEZEWAY
 2-CAR GARAGE
 LEFT SIDE DRIVE

Owner: PATTERSON COMPANY, LLC
 Property Address: 502 TYWATER CROSSING BLVD.
 Property Location: TYWATER CROSSING - LOT 2
 Property: CITY OF FRANKLIN, WILLIAMSON CO., TN
 Recorded: PLAT BK 57, PG 62., R.O.W.C., TN
 Scale: 1"=30' Date: 6-15-13 Cadfile: TC2P



DELTA ASSOCIATES, INC.
 Land Design & Surveying
 7121 Crossroads Blvd.
 Brentwood, TN • 615-850-3501

RL 06/20/13

APPENDIX C

Possible Options for Landscaping Edging



Natural Stacked Stone



Continuous, Stamped Concrete Curbing



Pre-Fab Interlocking Blocks



Enlarged sample of pre-fab blocks

APPENDIX D

Examples of Approved Basketball Goals

