

THIS INSTRUMENT PREPARED BY:
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**These Rules and Regulations were Prepared
solely from information provided by and at
the direction of the Berkshire Homeowners
Association Board of Directors**

BERKSHIRE HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

REVISED

December, 2016

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 893765 Instrument #: 2057962
Rec'd: 20.00 Recorded
State: 0.00 12/8/2016 at 1:55 PM
Clerk: 0.00 in Record Book
Other: 2.00 1530
Total: 22.00 Pages 1957-1960

BERKSHIRE HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

December, 2016

WHEREAS, These Rules and Regulations are not intended to restrict homeowner rights in any way. Rather, they have been adopted in an effort to preserve the overall safety, appearance and property value of the subdivision as a whole; and,

WHEREAS, These Rules and Regulations shall override and supersede the Rules and Regulations of record in Book 1331, Pages 1382-1384, Register's Office for Rutherford County, Tennessee, and the Scrivener's Affidavit to said Rules and Regulations of record in Book 1343, Pages 3495-3496, said Register's Office; and,

WHEREAS, These Rules and Regulations have been adopted in accordance with the Restrictive Covenants and Conditions Applying to the Subdivision Berkshire, of record in Book 136, Page 2475, et seq., Register's Office for Rutherford County, Tennessee, and any and all supplements and/or amendments thereto, which may likewise be of record at said Register's Office.

NOW THEREFORE, Each Unit Owner acquiring title to his Unit or lot after the date of these Rules and Regulations, shall pay a non-refundable Working Capital deposit at time of closing of each Unit or lot owned by such Unit Owner, to the Association in order to establish a working capital fund to build the Association reserve account to fund capital improvements and maintenance of existing amenities. Said deposit shall be in an amount established by the Board, equaling Two Hundred Fifty and 00/100 (\$250.00) Dollars.

Working Capital fees which are assessed and which remain unpaid for thirty (30) days after the date of closing of the lot subject to the Working Capital fees, shall be subject to the same means of enforcement as that provided within the Restrictive Covenants and Conditions Applying to the Subdivision Berkshire, and By-Laws for Berkshire Homeowners Association, for the non-payment of assessments. All costs and reasonable attorney's fees for the enforcement of these Rules and Regulations shall be paid by the Unit Owner against whom these Rules and Regulations must be enforced.

IN WITNESS WHEREOF, the Declarant has executed this document on the 1st day of December, 2016.

Jamie Logel
Jamie Logel, President

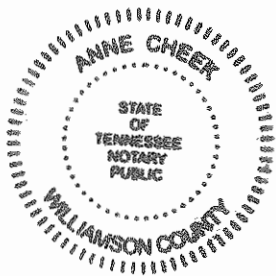
STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jamie Logel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon her oath, acknowledged herself to be the President of Berkshire Homeowners Association, Inc., the within named bargainor, and that she as such President executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Murfreesboro, Tennessee, this 1st day of December, 2016.

My commission expires:

Anne Cheek
Notary Public



My Commission Expires
May 23, 2018