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**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STAGS LEAP**

THIS DECLARATION of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") made and published on or as of the date hereinafter set forth, by and between **TURNBERRY HOMES ,LLC, a Tennessee limited liability company**, (hereinafter referred to as "Developer"), and any and all persons, firms, corporations or other entities, hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in Williamson County, Tennessee, and desires to create thereon, a residential development known as STAGS LEAP , more particularly described on Exhibit A attached hereto (the "Development" or "Subdivision") for the mutual benefit of the future residents of the Development; and

WHEREAS, it is in the best interest of the Developer, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the property within the Development that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed, set forth and declared to be covenants running with the land; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Development, and for the continued maintenance and operation of any common areas and is recording these restrictions and establishing the Association prior to the sale of any Lots to any third parties; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, and to fulfill the foregoing objects, purposes and requirements, to create an entity to which should be delegated and assigned the powers of maintaining any common areas, managing the affairs of the residential development, administering and enforcing the covenants and restrictions, and collecting and disbursing any necessary assessments and charges hereinafter created; and

WHEREAS, the Developer has caused, or will cause, to be incorporated under the laws of the State of Tennessee a non-profit corporation having as its members owners of Lots within the Development for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have agreed to the same.

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ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. The "Association" shall mean STAGS LEAP Homeowners' Association, Inc. a Tennessee not-for-profit corporation, its successors and assigns organized by the Developer for the purpose of owning and maintaining the Common Area and which has as its members every Lot Owner subject to assessment as hereinafter provided.

Section 2. "Builder" shall mean and refer to any person who is in the business of constructing single family residences and who acquires any Lot(s) in the Subdivision for the purpose of constructing a single family residence thereon for sale to a third party customer of the Builder.

Section 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 or amenities, if any, whether constructed initially by the Developer or by the Association. Common Areas with respect to the property made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplemental Declarations shall be shown on the plat(s) for the Subdivision, and designated thereon as "Common Areas" or "Open Space." If required, legal title to all Common Areas shall be quitclaimed to the Association as plats are recorded.

Section 4. "Declaration" shall mean this instrument, as the same may be amended and/or supplemented from time to time as provided for herein.

Section 5. "Developer" shall mean Turnberry Homes, LLC, its successors, representatives and assigns, provided such assigns are designated in writing by the Developer as an assignee of the rights of the Developer as set forth herein.

Section 6. "House" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

Section 7. "Lot" shall mean any lot shown on any recorded plats of the Property. A Lot shall not include any dedicated streets and roadways.

Section 8. "Lot Owner" or "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Occupant" shall mean or refer to any person or persons in possession of a lot or home other than a Lot Owner.

Section 10. "Person" shall mean or refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

Section 11. "Plat(s)" shall mean and refer to the plat(s) for the Subdivision, to be recorded in the Williamson County Register of Deeds Office subdividing the Property into lots and reflecting thereon the public streets, common areas, and utility easements and other matters normally shown on subdivision plats. The Property may be platted in one or more phases.

Section 12. "Property" shall mean the real property submitted to this Declaration and described on Exhibit A attached hereto and incorporated herein by reference. The Property shall not include any public streets and roadways shown on the Plat. As provided in this Declaration, the Developer shall have the right to subject certain

additional real property to the terms of this Declaration and in such event such additional property shall be deemed to be included within the definition of "Property."

Section 13. "Subdivision" shall mean and refer to the STAGS LEAP Subdivision to be platted on the Property.

ARTICLE II **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. When any Lot is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, their membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised as specified herein. 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. When two or more persons hold an interest in any Lot as owners thereof, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy or nominee for all persons holding an interest as owners in the Lot and in no event shall more than one vote be cast with respect to any Lot, except as provided above with respect to Developer. If joint owners are unable to specify by their majority vote how their vote shall be cast, then no vote shall be cast with respect to such Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot Owners, with the exception of the Developer or its assignees as hereinafter provided, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and any assignee of the Developer to whom such rights have been assigned in writing. The Class B member shall be entitled to four (4) votes for each Lot owned. For voting purposes, any and all Lots shown on the Master Plan but not yet platted shall also be counted as Lots owned by the Developer or its assignee and the Owner of any such unplatted Lots shall be entitled to four (4) votes for each Lot owned prior to the termination of the Class B Membership and one vote for each such unplatted Lot thereafter.

Section 3. The Class B membership shall continue until the earlier of (i) one year after 75% of the total Lots shown in the Subdivision Plan have been sold by the Developer, (ii) seven (7) years following the date of the sale of the first Lot by the Developer, or (iii) the Developer's election by notice to the Association to relinquish such additional voting rights (hereinafter referred to as the "Transfer of Control") after which time the Class B membership interest shall terminate and Developer shall have only one vote for each Lot that it owns.

Section 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 Lots have been sold by the Developer, or (b) three years following conveyance of the first Lot by the Developer.

Section 5. Acceptance of Development and Improvements to Common Areas. By acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the STAGS LEAP Subdivision Development, and all improvements constructed by that date, including, without

limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities (if any), and all other improvements as designated on the plat and as may be supplemented by additional plats upon completion of development of any portion of the Subdivision. Such purchaser agrees that all improvements constructed after the date of purchase consistent with such plans, and at the same quality of then existing improvements, shall be accepted. The Developer shall have the right to construct improvements to the Common Areas either before or after same have been dedicated to the Association. In addition, the Association shall have the right to make improvements to the Common Areas. The Association shall be responsible for the maintenance and upkeep of all improvements to the Common Areas.

ARTICLE III **COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION**

Section 1. Creation of the Lien and Personal Obligation of Assessments. All Lot Owners by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, fines levied by the Association, or for other purposes with such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the maintenance of the Common Area and drainage areas and facilities, retaining walls, and any other areas or facilities in the Subdivision determined by the Board to be the responsibility of the Association, to pay property taxes and liability insurance on the Common Areas and amenities, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association. An adequate reserve fund for the maintenance, repair, and replacement of items maintained by the Association pursuant to this section shall be established and funded by regular monthly payments.

Section 3. Maximum Annual Assessment.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer, the maximum annual assessment may be increased each year by the Board of Directors by an amount not to exceed ten percent (10%) of the previous year's maximum annual assessment above the maximum assessment for the previous year without a vote of the Association membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment may be increased above said percentage only by a vote of a majority of each class of the Association members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association shall fix the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to pay in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area,

including fixtures and personal property, if any, related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Working Capital Fund. Each Owner of a completed residence in the Subdivision shall pay Three Hundred and 00/100 Dollars (\$300.00) to the Association at the closing of the sale of the completed residence to such Owner. Fifty Dollars of such fee is paid as a set up fee to the management company for the Association. Pending the transfer of Control, to the extent that the Association is unable to pay all costs of maintaining the Common Areas and administering the Association, Developer agrees that it will loan monies to the Association on an interest free basis to fund any such deficits. The amounts paid to the working capital fund by each Owner upon the closing of the sale of the completed residence to such Owner shall not be considered as advance payment of regular assessments. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

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

Section 6. Lot Transfer Fee. A lot transfer fee of \$100.00 shall be charged to the buyer upon the sale or transfer of any Lot, except sales or transfers by or to a Builder or by or to an affiliate of a Builder and except transfers by deed in lieu of foreclosure or transfers by foreclosure. Such Lot Transfer Fee shall be assessed automatically, without action by the Board of Directors. All fees and assessments charged herein, whether for a specific sum of money or otherwise calculated, shall be deemed to be reasonable and necessary under the circumstances, as determined by a simple majority of the Board of Directors and ratified by the requisite votes of the classes of Owners.

Section 7. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article III shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. This procedure may be repeated with the required quorum reduced by half at each subsequent meeting until a quorum is achieved although in no event may the required quorum be less than 10% of the total votes eligible to be cast. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Both annual and special assessments(except special assessments levied as fines against an Owner for a violation of this Declaration or Regulations promulgated hereunder) must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis.

Section 9. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to Lots not owned by the Developer on the first day of the first month following the closing of the transfer of the first Lot by Developer. As to Lots owned by the Developer, the annual assessments shall commence as to each Lot upon conveyance of such Lot by Developer except for a transfer in which Developer is transferring its rights as Developer. The first annual

assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The assessment shall be paid quarterly on the first day of each quarter by every Lot Owner or in such installments as shall be determined by the Board of Directors of the Association. 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 Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Notwithstanding anything to the contrary contained herein, assessments shall not commence as to any Lots owned by a Builder until one year following the closing date for the purchase of said Lot by Builder from Developer.

Section 10. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid by the tenth (10th) day of the month in which it is due shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all collection costs, including reasonable attorney's fees, and the costs of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building or other structure shall be erected, altered or permitted to remain on any Lot other than one (1) single family residential dwelling not to exceed three (3) stories in height which shall have an attached side-entry private garage for not less than three (3) cars which structures shall not exceed the main dwelling in height. Provided, however, the dwelling may include four (4) stories if one of the stories is a basement.

Section 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 on any Lot without obtaining prior written approval of an Architectural Committee composed of three (3) members as to the location, plans, and specifications therefor. Prior to the Transfer of Control, the Developer shall appoint the members of the Architectural Committee, and subsequent to the Transfer of Control the members of such Committee shall be appointed by the Board of Directors of the Association. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, a Lot Owner shall submit to the Developer, or the Association's managing agent, as the case may be, such plans, specifications, and other information concerning the proposed improvements as the Architectural Committee may require from time to time as a condition for its review and approval thereof accompanied with such fee as the Association may require, and the Developer or such managing agent

shall submit the same to the Architectural Committee for approval. All plans of proposed residences to be constructed in the Subdivision shall conform to the standards set forth in subparagraph (b) below and the restrictions and provisions contained in this Declaration, and the Architectural Committee shall be the sole arbiter of such plans and may withhold its approval for any reason, including purely aesthetic reasons. Upon approval being given, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans, otherwise the approval shall be void. A reasonable fee may be charged by the Association to defray its costs incurred in considering and acting upon such proposed plans and specifications.

(b) Residences to be constructed within the Subdivision shall be sufficiently compatible with existing architectural styles that predominate in the development to assure a pleasing overall appearance and maintain its image as a high quality, single family, residential neighborhood. Existing structures will be considered but do not, as such, constitute precedent nor assure approval.

(c) Developer, the Architectural Committee, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. The Developer and/or the Association shall use their best efforts to indicate approval or disapproval of any plans submitted within thirty (30) days after the receipt of the required documents. Approval or disapproval by 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 Section 2, or elsewhere in this Declaration to the contrary notwithstanding, Developer and the Association, and the Architectural Committee are 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 on any Lot 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 Property and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable ordinances and regulations established by the Williamson County Planning Commission (and/or any other applicable governing authority).

Developer or the Association, as the case may be, may require the submission to it 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 either of them shall deem appropriate, in connection with its consideration of a request for a variance. If Developer or the Association, or the Architectural Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) 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 limitations, the type of alternative materials to be permitted, and alternate fence height approved), and signed by Developer or the Association, as the case may be. 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 Developer or the Association or (ii) failure by Developer or the Association to respond to the request for variance. In the event Developer or the Association or any successor to the authority thereof shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of Developer that no variances be available except at its discretion or that of the Association or Architectural Committee. Neither Developer nor the Association shall have the authority to approve any variance except as expressly provided in this Declaration.

Section 3. Structural Compliance. All structures shall be built in substantial

compliance with the plans and specifications therefor, approved by Developer or the Association as provided in Section 2 above.

Section 4. Improvement and Setback Restrictions.

No building or structure, or any part thereof, shall be located on any Lot nearer to the front line, the rear line, or any side line than the minimum building setback lines required by Williamson County, Tennessee or any other applicable governing authority and as may be shown on the recorded plats. No encroachment upon any utility or drainage easements reserved on the Plat except for approved fences shall be authorized or permitted.

Section 5. Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless such re-subdivision is approved by the Association, as well as any governmental authority having jurisdiction. Developer, however, shall have the right, but not the obligation, to re-subdivide Lots, by recorded plat or in any other lawful manner, all or any part of the Property, and such Lots, as re-platted, shall be subject to this Declaration as if such Lots were originally included herein. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations and requirements.

Section 6. Walls, Fences and Hedges. No wall shall be erected or maintained nearer to the front lot line than the rear building corners on such Lot, nor on corner lots nearer to the side Lot line than the rear building corners parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. Prior to commencing the addition or modification of any wall or fence, plans for such improvement shall be submitted to the Architectural Committee as provided in Article IV, Section 2. Any wall, fence or hedge erected on a Lot shall be maintained by the Owner thereof. All fencing shall be constructed only of such materials and erected only on such Lots and in such a manner as shall be approved by the Association. The planting of hedges, shrubbery or evergreens in lieu of a fence, and extending to the front or sides of any Lot is permitted, provided such planting shall not be maintained at a height in excess of forty-two (42) inches. All fences, walls, and hedges are subject to the provisions of Section 25 relating to visual obstruction.

Section 7. Roofing Material. The roof of any building (including any garage) shall be constructed or covered with asphalt or composition type shingles. Any other type of roofing material shall be permitted only in the sole discretion of the Architectural Committee upon written request.

Section 8. Swimming Pools. Swimming pools shall be located at the rear of the residence. All swimming pools or spas shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by the Architectural Committee. No above ground swimming pools shall be permitted unless enclosed within an approved privacy fence.

Section 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 Department of Public Works or its equivalent. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring lots, roads, streets, and open areas.

Section 10. Clothes Lines. Outside clothes lines shall not be permitted.

Section 11. Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed in view on any Lot or any improvement thereon without the prior written consent of the Association; provided that this requirement shall not preclude the installation by Developer of signs identifying the entire residential development, model

home(s), and homes/lots for sale and provided further that this requirement shall not preclude the placement by Owners or Builders 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 but in no event larger than 2 feet wide and 3 feet high. The Association shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 12. Use of Temporary Structures. Except as specifically provided herein, no structure of a temporary character, mobile home, camper, trailer, basement, tent, shack, tool shed, storage shed, garage, barn or other outbuilding shall be erected. Other structures of a permanent or semi-permanent nature may be approved from time to time in accordance with the provisions of this Article IV. Temporary structures may be used as building or sales offices and for related purposes during the construction period by the Developer or its assigns and Builders.

Section 13. Parking and Storage of Automobiles, Boats, Trailers and Other Vehicles. No trailers, boat trailers, go carts, golf carts, travel trailers, inoperative automobiles or campers shall be temporarily, semi-permanently or permanently parked or stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which screens such vehicle from public view, unless otherwise approved in writing by the Developer or Architectural Committee in accordance with Section 2 above. No tractor trailers, buses, or other large commercial vehicles shall be parked on driveways or in streets within the Property for periods of time exceeding six (6) hours or for more than twelve (12) hours in any calendar month. The foregoing shall not apply to construction vehicles of the Developer or Builders. No on street parking of cars for periods over 24 hours in any calendar week.

Section 14. Outside Lighting. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights on the exterior of any building shall be permitted, except lighting for model homes or as otherwise may be allowed with the prior written approval of the Association. Tasteful accent lighting are encouraged and security lighting including spotlights and flood lights which do not create a nuisance for other Lot Owners are permitted. The Association reserves the right to require any Lot Owner to deactivate or remove any light which the Association deems to be unattractive or a nuisance to other Lot Owners. Tasteful holiday decorative lights are permitted from Thanksgiving until January 7 subject to any rules established by the Association regarding the types and extent of such lighting.

Section 15. Maximum Height of Antennae and Satellite Dishes. Unless approved by Developer, no electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any Lot, house or building. No Satellite dishes greater than 3 feet in diameter shall be installed on any home or Lot and all dishes shall be placed at the rear of the home so as to not be visible from the street.

Section 16. Prohibition on Window or Supplemental Air Conditioning Units. All air conditioning in all Houses shall be by central air conditioning system. No window or wall type air conditioning units shall be permitted.

Section 17. Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots. Only wood construction for such equipment is permitted.

Section 18. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 19. Maintenance. All Lots, 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, down spouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Lot 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. In addition, each Lot Owner shall be responsible for maintaining the right of way in any common area between such Lot Owner's Lot and the street. No Lot 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 Lot in observing the above requirements or any of them, each default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive healthful and sanitary condition. In so doing, the Association or its agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner of the payment of such costs.

The Association shall 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, provision for which shall be made in the monthly or annual assessments.

Section 20. Damage Destruction or Maintenance. In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows:

(a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within sixty (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 or Architectural Committee, as the case may be, in accordance this Article IV hereof.

(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 IV 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 Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the Property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof equally, unless such damage was caused by the fault of an Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

Section 21. Use of Premises. Each Lot shown on the Plat shall be used only for private, single family residential purposes and not otherwise. Notwithstanding the foregoing, Developer or any Builder may maintain, as long as it owns property in or

upon such portion of the Property 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 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, and this provision may not be amended, altered or repaired without the prior consent of the Developer.

Section 22. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as dogs and 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. No animal shall be allowed to roam freely in the Subdivision and all animals must be either kept in a secure enclosure to be located on the rear of the Lot hidden from public view or in the home. All animals shall be maintained on a leash and under control at all times when not otherwise secured in the required enclosure or in the home. No Owner or Occupant shall be allowed to keep on any Lot or the Common Area any animal which causes excessive noise (including without limitation barking), odor or constitutes a danger to other persons or otherwise constitutes a nuisance. The Board of Directors of the Association shall be the sole judge using their sole discretion as to whether any animal violates the provisions hereof.

Section 23. Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for any business or commercial purpose. Each Owner or Occupant shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No motorcycle, motorbike, motor scooter, go cart, or any other unlicensed motorized vehicle shall be permitted to be operated on or in the Common Areas. No Lot 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 Lot which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the Owners or Occupants of surrounding Lots 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. The Board of Directors of the Association shall be the sole judge using its sole discretion in determining any violation of any provision contained in this Declaration.

Section 24. Hobbies and Activities. The pursuit of any 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 not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association.

Section 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 Lot within the triangular area formed by the curb lines of the street involved and a line running from curb line to curb line at points twenty-five (25) feet from the intersection of the street curb lines. The same limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

Section 26. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

Section 27. Roads. It shall be obligatory upon all owners of the Lots in this Subdivision to consult with Williamson County, Tennessee ("Williamson County") or

any other applicable governing authority with jurisdiction over said matters, 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 Williamson County applying to the roads within the Subdivision 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 Williamson County into the public road system.

Section 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 ten (10) feet in width, upon and along each adjoining Lot, for the construction of properly banked 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 Lot 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 be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

Section 29. Minimum Square Footages and Brick Requirements. The minimum square footage for residences constructed on the lots shall be 2,800 square feet. For purposes of calculating square footage contained in a residence, the square footage calculation shall include only heated, finished living space. All homes must be all brick on the exterior with the exception of gables, eaves, and stone accents.

Section 30. Maintenance and Use of Common Areas and Amenities. The Common Areas and any and all amenities thereon shall be for the recreational use and enjoyment of the Owners and their permitted guests and invitees. Except as may otherwise be delegated to the Owners by the Association, the Association shall be responsible for the ongoing maintenance of all Common Areas and all improvements thereon in a reasonable order and condition, including without limitation any and all drainage ways, drainage detention areas, or other drainage facilities. The Association may publish regulations from time to time governing the use of all of the Common Areas including all amenities located thereon. Such regulations may be enforced in the same manner as the provisions of this Declaration. Notwithstanding anything to the contrary contained herein, the Association shall not be dissolved, nor shall it dispose of any Common Areas or facilities, by sale or otherwise, except to an organization conceived and established to own and maintain the Common Areas and the conditions of a transfer shall conform to the approved site plan and any requirements of all applicable zoning and planning authorities.

Section 31. Erosion Control and Lot Maintenance. During and throughout construction, as well as after completion of a residence, the Builder or Lot Owner shall take such action as may be reasonably required: (a) to control, inhibit, and prevent land erosion and the sedimentation of streams and ponds from erosion, and (b) to keep such site in a neat and sightly condition free from trash and debris. If a Builder or Owner does not maintain a site as herein provided, then the Developer or the Association may, after reasonable notice to Builder or Owner, have the required work done and the cost thus incurred shall be paid by the Builder or Owner upon demand. The Developer and the Association shall have the right of entry upon each Lot as necessary to perform such work or cause such work to be performed.

Section 32. Storage of Building Materials. No lumber, brick, stone, block or other building materials shall be stored on any Lot except for building purposes for that particular Lot, and then only for such time as is reasonably necessary for a diligent completion of the project.

Section 33. Curb Cuts and Damage. Any Builder or Owner who makes a curb cut or damages any Common Areas shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Developer or the Association.

Builder or Owner shall reimburse Developer for the cost of any such repairs if Developer repairs damages.

Section 34. Excavation and Fill. No Owner or Builder shall excavate or extract earth from any Lot for any business or commercial purpose. Proposed elevation changes on a Lot shall be included with the plan submitted to the Architectural Committee prior to commencement of construction. Changes which adversely affect the surface grade of adjacent or surrounding Lots or the storm water drainage plan will not be permitted. Substantial quantities of fill brought to any Lot during construction shall be subject to prior approval by the Developer or Association for stability and effect on adjacent Lots.

Section 35. Driveways and Parking. All driveways and parking areas shall be paved with concrete aggregate, brick or interlocking paving block. Privacy fences or landscaping to screen garage door openings from the neighboring house will be encouraged.

Section 36. Sidewalks. Sidewalks shall be required as shown on the subdivision plats for the Subdivision. It shall be the responsibility of the Builder or Owner of the Lot on which a sidewalk is to be located to construct and properly install the portion of the sidewalk which is to be located on their particular Lot in accordance with the specifications of the City of Brentwood or Williamson County. Such sidewalks shall be at least 5 feet wide, of uniform construction as approved by Developer of limestone aggregate concrete, and completed at the time of completion of a residence on such Lot. If no residence has been constructed on a Lot within two (2) years following the date of the sale of such Lot by Developer to a Builder or Owner, then Developer or the Association may require the Builder or Owner to install the sidewalk on such Lot by written notice to the Lot Owner or Builder and such installation shall be completed within ninety (90) days after the date of such notice. If the Lot Owner or Builder fails to so install the sidewalk, Developer or Association may install same and collect the cost for such installation from the Builder or Lot Owner including interest thereon from the date the costs were incurred at the highest rate allowed by law.

Section 37. Landscaping and Trees. The front elevation of each residence in the Subdivision shall be landscaped with shrubs, bushes, trees or other plantings so as to provide cover at grade across the front of the home. In addition, on each Lot the Builder and/or Owner shall install at least one 2.0 inch (minimum) caliper tree and two 2.0" caliper (minimum) trees on corner Lots. In addition, all Lots shall be strawed and seeded. All plantings and landscaping and seeding shall be completed prior to occupancy of the residence, weather permitting. The Lot Owner shall be responsible for replacing any dead, damaged, or diseased street trees. The Association shall have the right to go on any Lot in order to replace trees or to "limb up" or trim any such street trees, all at the Owner's expense. Each Lot Owner shall be responsible for maintaining shrubbery or other plantings on their Lot and keeping same properly trimmed and shall be responsible for replacing any such shrubbery or plantings if any such plantings die.

Section 38. Front Porches. No front porch on any residence shall be enclosed in any way either screened in or glassed in or otherwise walled in. Porches may have railings of painted materials or wrought iron. Front porches, both open and covered may encroach within the minimum front building setback up to five feet as long as any applicable governing authority approves such encroachment.

Section 39. Rules and Regulations. The Association shall have the right to pass rules and regulations governing additional aspects of and imposing additional restrictions on the use and maintenance of the Lots and use of and maintenance of Common Areas. Said rules and regulations may include (without limitation) the right to make additional special assessments against specific lot owners as a result of a Lot Owner's (or any agent or invitee of a Lot Owner) violation of any of the terms of this Declaration or of any rules or regulations promulgated hereunder. In addition, the rules and regulations may provide that Lot Owners shall be responsible for maintenance of limited portions of Common Areas immediately adjoining their lot. Any and all

assessments made pursuant to the rules and regulations shall be deemed assessments properly made pursuant to the terms of this Declaration and may be collected by the Association in accordance with the provisions as contained herein. In addition, the Rules and Regulations may include (without limitation) restrictions and rules regarding any and all aspects of the use of the Lots and residences thereon as well as the common areas regarding any matter which the Association believes should be regulated in order to preserve the desirability and attractiveness and/or provide for maintenance of the Development if the Association reasonably determines that such rules and regulations shall benefit the overall Development. Specifically, and without limiting any additional matters which may be addressed in the Rules and Regulations, the Rules and Regulations may regulate lawn art, lighting, neon signs, interior window coverings that are visible from the street, and holiday decorations.

ARTICLE V INSURANCE and TAXES

Section 1. Common Area. The Association shall keep in force and maintain such hazard, public liability, or other insurance in reasonable amounts as it shall deem necessary relating to the Common Area and any amenities located thereon. The Association may also insure any other property, whether real or personal, owned by it, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association. The Association shall also be responsible for the prompt payment of property taxes assessed against the Common Areas and any improvements thereon.

Section 2. Lots. Insurance against damage by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot, shall be the responsibility of the individual Lot Owners.

Section 3. Fidelity Bonds. At the discretion of the Board of Directors of the Association, blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling, or responsible for, the funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees, and agents of such management agent handling, or responsible for, the funds of or administered on behalf of the Association.

(b) The total amount of fidelity bond coverage shall be based upon the best judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) month's aggregate assessment on all Lots plus reserve funds.

(c) All such fidelity bonds shall:

(i) Name the Association as an obligee;

(ii) Contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) Shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

(d) Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be

paid by the Association as a common expense.

Section 4. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it seems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the act or omission constitutes gross negligence or willful misconduct. If an unpaid Director or officer of any of the Associations prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the Director or officer all his reasonable legal fees.

ARTICLE VI EASEMENTS

Easements. In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. In the event any Lot Owner or Builder damages or alters any improvements or otherwise alters the flow of drainage as designed for the Subdivision, then such Lot Owner or Builder shall be responsible for repairing any such damage or make any corrections necessary in order to restore normal drainage in accordance with the drainage design for the Subdivision.
2. Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting any and all utilities, including without limitation underground wires or cables, water, sewer, and drainage.
3. Each Lot Owner shall grant such easements upon his Lot as are necessary to serve the Property for water, sewer, drainage, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, drainage facilities on, above or below any Lot; provided, however, no Lot Owner shall be required to grant any easement which would unreasonably interfere with the use and enjoyment of his Lot or House and any easement granted hereby shall impose on the grantee of said easement the obligation to (a) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or House and (b) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.
4. Until completion of Developer's intended development of the Property, an easement is reserved to the Developer for ingress and egress generally across the Property, including any Lot, at reasonable places, for the purpose of completing Developer's intended development of the Property, provided that said easement shall be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner. Developer and the Association also reserves any and all easements reasonably

required to allow completion, repair and maintenance of any and all utility areas, or improvements.

5. Until completion of Developer's intended development of the Property, an easement is reserved to the Developer to enter the Common Area and to maintain thereon such facilities and perform such operations as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the intended development of the Property by the Developer.
6. An easement is granted and reserved to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or House situated thereon.
7. In accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads, the right is expressly reserved to the Developer, to construct all streets, roads, alleys (including any and all utility or drainage facilities), or other public ways as now, or hereafter, may be shown on any Plat at such grades or elevations as Developer, in its sole discretion, may deem proper; and for the purpose of constructing such streets, roads, alleys or public ways, Developer additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes and no Lot Owner shall have any right of action or claim for damages against any one on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.
8. The Developer reserves the right to build the entrance sign(s) at the entrance(s) for the Subdivision. Once constructed, the entrance sign shall become the property of the Association. The Developer reserves all rights of ingress and egress onto said Common Area as may be necessary to construct said entrance sign.

ARTICLE VII **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Lot Owner, to enforce any covenant or restriction herein contained or any rule or Regulation promulgated hereunder, shall in no event be deemed a waiver of the right to do so thereafter regardless of the number of violations of any particular provision and regardless of the amount of time which has passed during which any provision, rule or regulation has not been enforced. In the event the Common Areas and any improvements thereon are not being maintained as required herein, any applicable governing authority having jurisdiction over the Property shall have a right to maintain all Common Areas and improvements thereon and the cost of any such maintenance by such governing authority shall be assessed against the Association and/or the Owners jointly and severally.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of those

Owners then owning the Lots has been recorded prior to the expiration of said 40-year period or any said 10-year period, as the case may be, agreeing to terminate said covenants or to modify said covenants in whole or in part for the next 10-year period. Except as provided below, the provisions of this Declaration may be amended by Developer, without joinder of the Owner of any Lot, for a period of five (5) years from the date of recordation of this instrument. Thereafter, this Declaration may be amended by the affirmative vote of at least three-fourths (3/4ths) of the votes of the Owners. No such amendment shall become effective until the instrument evidencing such change has been filed of record signed by the required number of Lot Owners. Notwithstanding the foregoing, the Owners of the Lots shall have no right to amend the provisions under this Declaration concerning the right of Developer to subject certain additional property to these restrictions or reasons contained in Section 9 without the prior written consent of Developer. In addition, notwithstanding anything to the contrary contained herein, Developer reserves the right to file 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 Veterans Administration or other applicable regulations that may be necessary to assure lender approval of the Subdivision, if same is desired by Developer.

Notwithstanding anything to the contrary contained herein, the provisions contained herein governing the ownership, to the extent allowed by applicable law, use and maintenance of the Common Areas shall be covenants running with the land in perpetuity and all Owners shall have a continuing obligation to maintain the Common Areas in perpetuity and to pay taxes and insurance costs on same and such obligations shall be a joint and several obligation of the Owners.

Section 4. Appointment of Successor Developer; Resignation of Developer.

Developer reserves the right to assign its rights as Developer to any other person as to all or any portion of the Property by written instrument specifically setting out such assignment and any such assignee shall become the Developer hereunder upon such assignment with respect to the portion of the Property so assigned. Developer shall have the right at any time upon sixty (60) days written notice to the Association to resign as Developer of the Subdivision and shall thereafter be freed from any and all obligations imposed upon Developer upon the effective date of such resignation. Any representatives of Developer on the Association's Board may also resign at any time upon written notice to the Association.

Section 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.

Section 6. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right, but shall have no obligation, (by and with the mutual written consent of the Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

Section 7. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to inspection by any member upon five (5) days written prior notice. The charter, 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.

Section 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.

Section 9. Developer's Right To Add Additional Property To The Subdivision. Developer and its successors and assigns, reserves the right to add additional property to the terms of this Declaration by Supplemental Declaration to be signed by Developer

or its successors and assigns and recorded in the Williamson County Register of Deeds Office. The additional Property must be owned by Developer or its successors or assigns and be in the general vicinity of the Property. Upon the addition of any additional property to the Subdivision, all Lot Owners within such additional property shall have the same rights and obligations as all other Lot Owners in the Subdivision effective with the date of the recordation of the Supplemental Declaration adding such additional property to the Subdivision.

Section 10. Consent to Rezoning and Annexation. Every Owner shall be deemed to have consented to any rezoning of the Property or any of the additional property which may be added to the Subdivision as described in Section 9 above which may be necessary for the development of additional sections or the addition of such property to the Subdivision.

Section 11. Compliance with all applicable zoning laws and other rules and regulations; Government's right of enforcement. Notwithstanding anything to the contrary contained herein, this Declaration is intended to comply with any and all applicable zoning laws, rules and regulations. The applicable governing authority having jurisdiction over the Property shall have the right to enforce the terms of this Declaration including the right to maintain any and all required Common Areas and to charge the Association for the cost of any such maintenance.

Section 12. Compliance with Williamson County Zoning Ordinance. Notwithstanding anything to the contrary contained herein, the provisions of this Declaration and the governance and operation of the Association, and the maintenance of the Subdivision are intended to comply with the zoning ordinances of Williamson County.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, have hereunto set their hands this 13TH day of JUNE, 2007.

**TURNBERRY HOMES, LLC, A
Tennessee limited liability company**

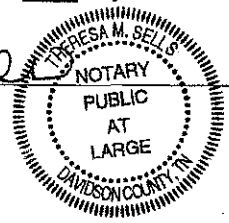
By: [Signature]
**NICKY WELLS, PRESIDENT,
LAND DEVELOPMENT**

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for the county and state aforesaid, RICHARD BELL with whom I am personally acquainted, and who acknowledged that he is the Chief Manager of TURNBERRY HOMES ,LLC, the within named bargainor, and being so authorized to do, executed this instrument on behalf of the bargainor as such Chief Manager.

WITNESS my hand and official seal at office, on this the 13 day of June, 2007.

[Signature]
Notary Public



My Commission Expires: MY COMMISSION EXPIRES: May 2, 2011

EXHIBIT "A"
(THE PROPERTY)

BK/PG:4291/543-562

07027033

RESTRICTIONS	
06/13/2007	10:45 AM
BATCH	101493
MTG TAX	0.00
TRN TAX	0.00
REG FEE	100.00
DP FEE	2.00
REG FEE	0.00
TOTAL	102.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS