

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WINDBROOK ESTATES

THIS AMENDED AND RESTATED DECLARATION is made as of this 29th day of March, 2004, by Thompson and Crews Property Management, LLC, a Tennessee limited liability company, and is joined in by the parties whose signatures appear below.

RECITALS

A. The following words, when used in this Declaration, shall have the following meanings:

1. "Annual Assessment" shall have the meaning set forth in Section 3.2 of the Declaration.
2. "Architectural Control Committee" shall have the meaning set forth in Article VI of the Declaration.
3. "Common Area" or "Common Areas" shall mean the landscaping, entrance feature signage, or other improvements, if any, designated as common area by the Developer or the Association.
4. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Windbrook Estates, and any supplement or amendment here to which may hereafter be made and recorded in the Register's Office of Fayette County, Tennessee.
5. "Developer" shall mean Thompson & Crews Property Management, LLC, a Tennessee limited liability company composed of Wesley Thompson and Jason Crews, and its assigns or successor in interest, if any, as the developer of the Subdivision and owner of Developer's Property and Unsold Lots.
6. "Developer's Property" shall mean approximately 135 acres of land situated in Fayette County, Tennessee, as more particularly described in Exhibit "A" attached hereto and made a part hereof.
7. "Emergency Assessment" shall have the meaning set forth in Section 3.4 of the Declaration.
8. "Board" shall mean the Board of Directors of Windbrook Estates Homeowners Association, as defined herein below, duly elected as provided in the Windbrook Estates Charter and the Windbrook Estates By-laws.
9. "By-laws" shall mean the by-laws of Windbrook Estates Homeowners Association as duly adopted, amended, or restated from time to time in accordance with the applicable provisions of Tennessee law, the Declaration, the Charter, and the By-laws. A copy of the Bylaws is attached hereto as Exhibit D.

10. "Charter" shall mean the corporate charter of Windbrook Estates Homeowners Association as duly adopted, amended, or restated from time to time in accordance with the applicable provisions of Tennessee law and the Declaration. A copy of the Charter is attached hereto as Exhibit C.

11. "Improvements" shall mean the structures, walks, pavements, plantings, and other permanent additions built or placed upon the Lots.

12. "Lot" or "Lots" shall mean the plot or plots of land designated as single-family residential lots on the Plat. Ownership of a Lot shall include an undivided interest in the Common Area owned by the Association.

13. "Member" or "Members" shall mean any Person who holds membership in Windbrook Estates Homeowners Association.

14. "Owner" or "Owners" shall mean, whether one or more Persons, the record owner of fee simple title to any Lot, including contract sellers but excluding any Person having any interest in any Lot merely as security for the payment or performance of any indebtedness or obligation; provided, however, that any purchaser at any foreclosure sale, trustee's sale, or judicial sale pursuant to the enforcement or liquidation of any such security interest shall, upon receipt of conveyance or other vesting of fee simple title to any Lot, be deemed the Owner thereof; and provided further, however, that if any Lot is owned by more than one Person, all of such Persons, for the purposes of the Declaration, shall be considered as being only one (1) Owner as to such Lot.

15. "Owner's Proportionate Share" shall mean a fraction, the numerator of which is the number of Lots owned by the Owner and the denominator of which is the total number of Lots in the Subdivision, in each case as of the date for which the Owner's Proportionate Share is being determined.

16. "Person" or "Persons" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

17. "Plat" shall mean, collectively, all Plans, Plats and any amendments thereto from time to time recorded in the Register's Office of Fayette County, Tennessee which effect or encumber the Subdivision or any Lots. A copy of the current Plat is attached hereto as Exhibit B.

18. "Register's Office" shall mean the office of the Register of Deeds for Fayette County, Tennessee.

19. "Restrictions" shall mean the covenants, conditions, and restrictions set forth in the Declaration.

20. "Special Assessment" shall have the meaning set forth in Section 3.3 of the Declaration.

21. "Subdivision" shall mean Windbrook Estates, a planned development of the Developer's Property, as shown on one or more Plats heretofore or hereafter recorded in the Register's Office.

22. "Unsold Lots" shall mean those Lots in the Subdivision which are owned by the Developer.

B. Developer has heretofore acquired fee title to the Developer's Property, and has developed and will, in the future, develop portions of the same into the Subdivision.

C. Developer will convey Lots, in one or more transactions, to one or more Persons.

D. Developer and the undersigned Owners desire to establish certain covenants and restrictions conditions, easements, assessments and liens governing and regulating the use and occupancy of the Subdivision be established, fixed, set forth and declared as covenants running with the land.

NOW, THEREFORE, it is hereby agreed and declared that this is the Declaration in its entirety, and that the Developer's Property and the Lots shall be held, sold, conveyed, pledged, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, each of which is included for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1. Purpose. These Restrictions are made to define minimum standards by which each and every Lot in the Subdivision is developed and maintained and to provide for the continuing maintenance and repair of any Common Area.

ARTICLE II

WINDBROOK ESTATES HOMEOWNER'S ASSOCIATION

Section 2.1. Creation. Within sixty (60) days of the last to occur of: (1) the approval of the Declaration by the City of Piperton, (2) the approval of the Declaration by the County of Fayette, Tennessee and (3) the recording of this Declaration with the Register's Office, Developer shall cause Windbrook Estates Homeowner's Association (the "Association") to be formed for the purpose of providing a not-for-profit organization to serve as representative of Developer and Owners, and for such other purposes as may be set forth in the Declaration.

Section 2.2. Structure. The structure and governance of the Association shall be set forth in the Windbrook Estates Homeowner's Association Charter (the "Charter") and the Windbrook Estates Homeowner's Association By-laws (the "By-laws").

Section 2.3. Purpose. Windbrook Estates Homeowner's Association shall be formed for the creation, operation, management, and maintenance of all of the committees, services, or facilities herein set forth; the enforcement of all covenants contained herein; the assessment, collection, and application of all charges imposed hereunder or liens created hereby; to take and hold title to, and to maintain, operate, and preserve any Common Area and for such other purposes as may be set forth in the Windbrook Estates Homeowner's Association Charter and the Windbrook Estates Homeowner's Association By-laws.

Section 2.4. Membership. Every Owner shall be a Member of the Association. Membership may not be separated from the ownership of such Member's Lot or Lots, and ownership of a Lot shall be the sole qualification for membership.

Section 2.5. Classes of Membership. Members of the Association may be designated as such classes and have such rights as may be set forth in the Charter and the By-laws.

Section 2.6. Voting Rights. Members of Association shall have such voting rights as may be set forth in the Charter and the By-laws.

Section 2.7. Board of Directors. The Association shall be governed by the Windbrook Estates Homeowner's Association Board of Directors (the "Board"), which shall be elected in the manner and have such powers as are provided in the Charter and the By-laws; provided, however, notwithstanding any provision in the Charter and the By-laws, the Board shall be bound by the Declaration, and shall have such additional powers and authority as set forth in the Declaration.

Section 2.8. Secured Parties. No Person holding title to, or having any interest in, a Lot as security for any debt or obligations shall be considered as Owner of such Lot; and no such Person shall be entitled to membership in Association, or to cast any vote on any question or matter affecting the administration of Association, except as expressly herein provided.

ARTICLE III

ASSESSMENTS

Section 3.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to Association: (1) annual assessments or charges; (2) special assessments for capital improvements or otherwise, as hereinafter expressly provided; and (3) emergency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special, and emergency assessments, together with such interest thereon and costs of collection

thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

Section 3.2. Annual Assessments. Each Owner shall pay to the Association an annual sum (the "Annual Assessment") equal to the Owner's Proportionate Share of the sum required by the Association, as estimated by the Board, to meet the annual expenses of the Association, including, but in no way limited to, the following:

- (a) The preservation, maintenance and repair of any Common Area, including any property, landscaping and fencing; and
- (b) The cost of extended liability insurance and the cost of such other insurance as the Association may effect; and
- (c) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and

Subject to the provisions of Sections 3.10, 3.11, and 3.12 of this Article III, the Board shall determine the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period, but may do so at more frequent intervals should circumstances so require. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates, which may include (but shall not be required to include) provision for payment on a monthly or quarterly basis, shall be established by the Board. Upon demand and for a reasonable fee, the Developer or the Association, as applicable, shall furnish a letter verifying the payment of any assessment.

Section 3.3. Special Assessments. In addition to the Annual Assessments, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair, or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board may consider necessary (a "Special Assessment"). Any such Special Assessment shall first be approved by the two thirds (2/3) vote of the Members (as hereinafter provided), in person or by proxy, at a regular or special meeting of the Members called for such purpose, pursuant to written notice of such meeting, setting forth the purpose thereof, sent to all Members at least thirty (30) days but not more than sixty (60) days prior to such meeting.

Section 3.4. Emergency Assessments. In the event of any emergency situation, condition, or occurrence affecting the life, health, or safety of Owners or property of Owners of the Association, the Board, acting pursuant to this Section, may declare an emergency assessment ("Emergency Assessment") in such amount and payable at such time as the Board, in its sole discretion, shall deem necessary in order to remedy, or to provide for the remedying, of such emergency situation, condition, or occurrence. Such Emergency Assessment, except for the

amount and time of payment, shall be governed by all other provisions of the Declaration. It is intended that to the extent reasonably possible, available insurance proceeds or other sources of funds be utilized by the Board prior to imposing any Emergency Assessment. Each Owner shall pay the Owner's Proportionate Share of any Emergency Assessment against such Owner's Lot or Lots. For purposes of this Section, an emergency situation, condition, or occurrence as herein referred to shall mean any circumstances relating to the Common Areas where failure to immediately commence the remedy of the same, is reasonably likely to result in material injury or damage to persons or property in the absence of action taken to commence such remedy or to provide temporary protection against such injury or damage. The Board shall be fully protected and not liable for any mistake in judgment hereunder if the Emergency Assessment, and the action taken, is made in good faith.

Section 3.5. Nonpayment of Assessments. Any assessment levied pursuant to the Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Owner against whom such assessment is levied, binding upon such Lot or Lots and such Owner, its heirs, devisees, personal representatives, and assigns. To evidence the lien of any unpaid and delinquent assessments, the Windbrook Estates Homeowner's Association Board may prepare, or cause to be prepared, a written notice setting out the amount of the unpaid indebtedness, the name of the Owner of the Lot, and description of the Lot. Said notice shall be signed by an officer of the Association and recorded in the Register's Office. The personal obligation of the Owner to pay such assessment shall, however, remain the personal obligation of such Owner for the statutory period, and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to the Declaration or the By-laws, or any installment thereof, may be maintained without foreclosing or waiving the lien created herein.

Any assessment levied pursuant to the Declaration or any installment thereof which is not paid within ten (10) days after it is due, may, upon resolution of the Board, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of the Board, subject the Owner obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots, then belonging to said Owner; in either of such events, Windbrook Estates Homeowner's Association may collect from the said Owner interest, costs, and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Owner irrevocably grants to the Windbrook Estates Homeowner's Association Board, acting by and through a Windbrook Estates Homeowner's Association officer authorized by the Board, the power to sell such Owner's Lot at public outcry to the highest and best bidder for cash. The Board is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded mortgage or deed of trust upon the Lot. The Association is hereby authorized and

empowered to enter and take possession of the Lot, and before or after such entry to advertise the sale of the Lot for twenty one (21) days by three weekly notices in some newspaper published in Fayette County, Tennessee, giving the time and place of such sale and by written notice of the time and place of such sale to the Owner of the Lot at his last known address. Any sale shall be free from equity of redemption, statutory right of redemption, homestead, dower, and all other rights and exemptions of every kind, all of which are hereby expressly waived by the Owner. The Association shall thereafter execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the Owner binds itself shall be given without obstruction, hindrance or delay. Any sale hereunder shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust. The proceeds of any such sale shall be applied first to the payment of expenses associated with the sale; of protecting the Lot; and the expenses of litigation including reasonable attorney's fees; and second to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust (unless sold subject thereto); and third, to the payment of all amounts due the Association under the terms of this Declaration; and the balance, if any, to the Owner whose Lot is sold, his successors and assigns.

The Board is hereby authorized to take any and all courses of action available to it for collection of the unpaid and delinquent assessment which the laws of the State of Tennessee allow, it being intended, however, that Association will use reasonable efforts to collect such assessment by other means prior to resorting to the power of sale provision set forth herein. The foregoing shall not be deemed to require the Association to resort to litigation, or to exhaust all other remedies prior to invoking the remedy of power of sale provided herein, if the Board determines, in its sole discretion, that the exercise of the power of sale remedy is in the best interest of the Association and its Members, under the circumstances then existing. Upon any default in the payment of any assessment, and the recording of the notice thereof as herein provided, the Board shall have the right to all rents, issues, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as a mortgagee entering into possession following default. The Association may enforce its lien by whatever means available, including the power of sale or filing suit for foreclosure in the appropriate court.

All rights, remedies, and privileges granted to the Association, the Board, or an Owner, pursuant to any terms, provisions, and covenants or conditions of the Declaration and By-laws, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Declaration and By-laws or at law or in equity.

Section 3.6. Acceleration of Installments. In the event any assessment shall be payable in installments, upon default in the payment of any one or more of the installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

Section 3.7. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments, or charges of whatever nature, except the following:

- (a) General and special assessments for real estates taxes on a Lot; and
- (b) The liens of any deeds of trust, mortgage instruments, or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon, or duly recorded on said Lot after receipt of a written statement from the Association reflecting that assessments on said Lot were current as of the date of recordation of said deed of trust, mortgage instrument, or encumbrance.

Section 3.8. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to the Declaration upon any Lot shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over all other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments that have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure or any other proceeding in lieu of a foreclosure. Any such delinquent assessments as to which the lien is extinguished pursuant to the foregoing provision may be reallocated and assessed to all Owners as a common expense, including the purchaser at foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof shall join in the execution of such amendment.

Section 3.9. Additional Default. Any recorded first mortgage secured by a Lot may provide that any default by the mortgagor in the payment of any assessment levied pursuant to the Declaration, or any installment thereof, shall likewise be a default in such mortgage, but the failure to include such a provision in any such mortgage shall not affect the validity or priority of the assessment, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 3.8 of this Article shall not be altered, modified, or diminished by reason of such failure.

Section 3.10. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots.

Section 3.11. Annual Assessments. Annual Assessments as to all Lots in the Subdivision shall commence on the date of closing and transfer of title from sale by Developer (or his assign) to Owner.

Section 3.12. Certificate of Payment. Upon written demand by any Owner and payment of such reasonable charge therefor as the Board may establish, the Association shall furnish to such Owner, or its designee, a written statement certified by an officer or authorized agent of the Association setting forth the current status of all assessments and payments with respect thereto, on the Lot or Lots of such Owner. Any such certificate shall be conclusive with respect to the matters stated therein and may be relied upon by the Person to whom addressed.

ARTICLE IV

MAINTENANCE AND REPAIR

Section 4.1 The Association's Responsibilities. The Association shall provide and pay for all maintenance and expenses for any Common Area including (but not limited to), landscaping maintenance, plant replacement, or landscape services for fertilization or weed control, irrigation system, lighting, fence or brick entrance features. The real property taxes on the Common Areas, if any, shall also be paid for by the Association.

Section 4.2 Individual Lot Owners. Each Owner of a Lot shall be responsible for all maintenance, painting, repairs and upkeep on his Lot and the individual improvements thereon. All Lots have natural drainage and all maintenance expenses associated with the drainage on a Lot is the responsibility of the Owner of the Lot. All Lot Owners shall be subject to the Tennessee Department of Environment and Conservation Division of Ground Water Protection Chapter 1200-1-6: Regulations To Govern Subsurface Sewage Disposal Systems. Any modification to the natural drainage flow on a Lot shall be designed by an engineer and approved by the Developer.

Section 4.3 Waste Water Stabilization System. The Owners of Lots 21, 30, 31, 32, 33, 48, and 54 shall additionally be responsible for the installation, upkeep and maintenance of the oxidation lagoons to be located thereon, all in accordance with state and local rules and regulations applicable thereto, including those of the Tennessee Department of Environment and Conservation: Rule 1200-6-14 (5). These requirements include, but are not limited to the following: (i) regular mowing of vegetation growing in and along the lagoons, (ii) maintenance of a consistent, albeit approximate, water depth of not less than or more than four (4) feet; and (iii) construction and maintenance of a fence surrounding the lagoons, which fence must be at least four (4) feet in height: made from woven or chain link materials; located in a manner which permits the mowing and maintenance in accordance with these regulations and provisions; and contains one or more signs warning of the presence of the oxidation lagoons and against trespassing. In addition to the foregoing, the Owners of Lots 21, 30, 31, 32, 33, 48, and 54 shall each have their oxidation lagoon inspected annually and provide a copy of such inspection report to the Association upon request.

Section 4.4 Repair Option to the Association. In the event an Owner of a Lot shall fail to comply with the obligations of this Section 4 in a manner satisfactory to the Board of Directors, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the said Lot and to repair, maintain, or

restore the Lot and any improvements erected thereon. The cost of such maintenance or repair shall be added to and become part of the assessment to which such Lot is subject, and shall be payable on demand.

Section 4.5 City of Piperton as Additional Beneficiary. In addition to the rights of the Association and the Lot Owners hereunder, the City of Piperton is expressly made a third party beneficiary of the undertakings of the Lot Owners under Section 4.3 and the Association under Section 4.4 hereof. The City of Piperton shall have the right to enforce Section 4.3 of the covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate these covenants, to require specific performance and/or to recover damages for violations of Section 4.3 hereof. Failure by the City of Piperton to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such legal proceeding shall be entitled to recover from the non-prevailing party all court costs and attorney fees incurred in connection with such proceeding.

ARTICLE V

USE OF FUNDS

Section 5.1. Use of Funds. The Association shall apply all funds received by it pursuant to the Declaration and from any other source only as may reasonably benefit the Subdivision.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1. Architectural Control Committee. An Architectural Control Committee is hereby established which shall initially consist of the Developer. Following the election of the Board of Directors in 2007, the Architectural Control Committee shall consist of the Developer, and two (2) persons appointed by the elected members of the Board. The affirmative vote of a majority of the membership of the Architectural Control Committee shall be required to adopt or establish any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein. The Architectural Control Committee may employ or retain the services of such architects, engineers, contractors, or other craftsmen or professionals as it may reasonably deem necessary and proper to carry out its duties and functions under this Article VI, and the expense thereof (or portions of such expense) may, in the discretion of the Architectural Control Committee, be charged as part of the fees of the Architectural Control Committee as provided for herein.

Section 6.2. Approvals Necessary; Architectural Rules; Remedies for Violation. Other than by Developer, no Improvement of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots, nor shall

any existing Improvement fence, or barrier upon any Lot be altered in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and roofing) thereof, nor shall there be any additions, attachments, or deletions to Improvements, nor shall there be any changes in landscaping, without the written consent of the Architectural Control Committee; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Control Committee, but in any event shall include:

(a) A site plan of the Lot showing the nature, exterior, color scheme, kind, shape, height, materials, and location with respect to said Lot (including proposed front, rear, and side setback) of all Improvements, fences, or barriers, and location of all parking spaces and driveways on the Lot; and

(b) Grading and landscaping plans for the Lot.

The Architectural Control Committee may establish rules governing the form and content of plans to be submitted for approval or requiring specific Improvements on the Lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment or any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive and exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use of any Lot of any plans or specifications shall not be deemed a waiver by the Architectural Control Committee of its right, in its discretion, to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided that the plans and specifications as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Improvements, fences, or barriers on and uses of the Lot in question.

In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications or other requests as herein provided within thirty (30) days after submission therefor, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any Improvements, fence, or barrier shall be altered, erected, placed, or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the Restrictions and without the approval required herein,

and upon written notice from the Architectural Control Committee any such Improvements, fence, or barrier so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

If within fifteen (15) days after receipt of notice of any such violation, the Owner of the Lot upon which such violation exists shall not have commenced reasonable steps towards the removal or termination of the same, the Association shall have the right through its agents and employees to take such action as the Association may deem necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question, enforceable in the same manner as provided in Article III hereof for the collection of assessments, upon the recording of such notice in the Register's Office.

Upon completion of the construction or alteration of any Improvements in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Improvement and the Lot on which such Improvement is placed and stating that the plans and specifications, location of such Improvement, and the use or uses to be conducted thereon have been approved and that such Improvement complies therewith. Preparation and recording of such certificate shall be at the expense of the Owner of such Lot. Any certificate of compliance issued in accordance with the provisions of this subsection shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such certificate shall be conclusive evidence that all Improvements and the use or uses described therein comply with all the requirements of the Restrictions and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretative powers.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the Restrictions, payable at the time such plans and specifications are so submitted.

The Architectural Control Committee or its duly authorized agent or agents may, at reasonable times, after giving at least ten (10) days prior written notice to the Owner, enter upon and inspect any Lot and any Improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Improvements thereon are in compliance with the provisions of the Restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all Restrictions herein contained or otherwise contained in any deed to any Lot. Failure by the Association or by any Owner to enforce any of such rights shall in no event be deemed a waiver of the right to do so thereafter.

Should a request to the Architectural Control Committee requiring action thereon be made by a member thereof, except as to the Developer, the other members thereof shall select a

disinterested Owner to take the place of the member making the request, for the purpose of acting upon such request.

ARTICLE VII

EXCLUSIVE RESIDENTIAL USE AND SETBACKS

Section 7.1. Residential Lots. All Lots shall be known and described as residential lots, and shall be used for single family residential purposes exclusively. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the Restrictions, and to all easements, restrictions, and covenants set forth in the Plat.

Section 7.2. Building Setbacks. Building setbacks shall be observed, as provided on the Plat, subject, however to such encroachments or variances as may be permitted by applicable zoning laws and ordinances.

Section 7.3 Subdivision of Lots. No lot shall be subdivided for future sale, or transfer of property rights. Two or more adjacent lots may be combined for use as one residential lot upon written approval by Developer or Architectural Control Committee provided that no future subdivision of the said combined lots shall be allowed.

ARTICLE VIII

GENERAL PROHIBITIONS AND REQUIREMENTS

Section 8.1 The following covenants, conditions and restrictions shall be applicable to the Lots except as otherwise expressly provided herein:

Section 8.2 No Lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling, unless otherwise provided for herein.

Section 8.3 No structures of a temporary character, such as trailers, tents, shacks, garages, barns or other out-buildings shall be used on any portion of a Lot at any time as a residence, either temporarily or permanently.

Section 8.4 Each residence shall be guttered as required by the Architectural Control Committee.

Section 8.5 The minimum heated livable area of any residence, excluding garages, basements, porches, storage rooms, workshops, etc., shall not be: (i) less than 3,000 square feet for a two-story residence, with 2,200 square feet minimum on the ground floor; and (ii) less than 3,000 square feet minimum for a single story residence. Ceiling heights are a minimum of 9 feet throughout and must have a smooth finish..

Section 8.6 The exterior walls of the principal residence must be 90% brick or stone masonry construction. Siding must be of concrete composition material and 4" or 8" wide, no sheet siding or stucco board. Chimneys must be brick or stucco veneer of approved color. All brick used in the construction of a home, fence and/or retaining wall (including planters) must be a wood molded brick, tumbled and hand crafted brick, a painted brick, tudor brick, handmade brick and also an approved used brick, unless otherwise approved in writing by the Architectural Control Committee.

Section 8.7 No aluminum windows will be allowed on any building in the development. No plain wood windows that employ finger joint wood frames will be allowed in the development. Only solid wood frame windows, aluminum clad wood windows, or vinyl clad wood windows, approved by the Architectural Control Committee, shall be used in the development. Window color should match trim, and brick mold is required. True divided light windows must be used where visible from street; no snap in grids may be used on windows visible from the street.

Section 8.8 All roofing shall be dimensional shingle with a minimum thirty (30) year manufacturers warranty and must be of slate blend, weathered wood, weathered gray, oxford gray, estate gray or shadow gray color. Specialty roofing of tile, granite, or metal must be approved in writing by the Developer or the Architectural Control Committee.

Section 8.9 Columns and railings must be wood, fiberglass, stone, iron or cast products. Specific information on desired railings or columns should be submitted to the Architectural Control Committee for approval with construction drawings. No aluminum columns are allowed in the Subdivision.

Section 8.10 All exterior colors for initial construction and any subsequent repainting, renovation or restoration must also be approved by the Architectural Control Committee. Re-roofing as to materials, weight, color, and texture must also be approved by the Architectural Control Committee. No awnings on the front or sides of any building will be permitted.

Section 8.11 Shutters shall be paneled, plank or louvered. Shutters must be wood or an approved synthetic. They may be operable, or appear operable, and of approved color. All shutters must be held in position with shutter dogs. Louvered shutters must have blades that are at least 2" wide.

Section 8.12 All flashing facing any street must be copper. Step flashing should be painted to match roof color, flashing on trim, should match trim color unless written permission from the Architectural Control Committee.

Section 8.13 Each residence must have a fully enclosed garage for not less than three (3) cars or no more than five (5) cars and a concrete driveway. All garages shall have exterior finishes complementary to that of the main residential structure. No garage opening shall face any street unless: (i) the garage is located on a corner Lot; (ii) the garage is detached and located

no nearer to the street than the rear building line of the principal residence; or (iii) where there is a request to preserve trees or elements of the topography. No garage opening may be left open to a street, without the approval of the Architectural Control Committee, for an extended period of time.

Section 8.14 All drives and inlets must be 4,000 psi limestone, exposed pea gravel aggregate concrete or brick pavers unless approved by the Architectural Control Committee.

Section 8.15 All Improvements located on a Lot shall conform to the applicable setback requirements of the zoning law having jurisdiction, provided additionally that no Lot may have accessory buildings located nearer to the street than the rear building line of the principal residence without the prior written consent of the Architectural Control Committee. The presently required building setbacks listed below are subject to change for any of the following reasons: amendment of applicable zoning requirements, septic tank and/or septic line placement, or additional requirements of a municipal jurisdiction resulting from an annexation or incorporation. In no event, however, shall any such change necessitate the recordation of a revised plat or cause any building conforming to the protective covenants at the time of its erection or placement thereafter to be considered in violation of these Covenants.

Section 8.16 All utility connections, including telephone service lines and cable tv will be underground buried cable from the service point to the structure.

Section 8.17 Upon commencement of construction, an Owner shall have one year to complete the exterior of the principal dwelling and return the Lot to an orderly appearance, as determined by the Architectural Control Committee. All site plans must incorporate a tree preservation plan with all mature trees having a trunk diameter of six (6) inches (measured at a height of one (1) foot above the base of the tree) or more identified and marked with bright red ribbon at the time such plans are submitted. Within thirty (30) days after the substantial completion of the principal dwelling, the Owner shall sod from the front of house to the street and sod or seed from the back of the house to the rear property line, unless Owner has obtained a variance from Developer or Architectural Control Committee. "Front of house" as used in this paragraph shall mean that part of the principal dwelling of the house closest to the street and also facing such street. Owner shall plant at least four trees with the minimum trunk diameter of three (3) inches (measured at a height of one (1) foot above the base of the trunk). The value of the landscaping material incorporated into the front of the house, not including sod or seeding, shall not be less than Fifteen hundred dollars (\$1,500.00). The Owner shall cause the Lot to be suitably planted with grass continuously thereafter, in order to reduce runoff, and each Owner shall be responsible for erosion control on his Lot. The grass shall be maintained on the Lot at all times. If the Owner fails to satisfy these obligations, the Association shall have the right, but not the obligation, to have the Lot cleaned and trash or other material removed at the Owner's expense. This expense shall become an assessment on the lot.

Section 8.18 No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence improvements. Building materials shall be stored only within the property lines of the particular Lot involved.

Section 8.19 No trailer, tent, shack, outbuilding, or barn shall be erected on any Lot, temporarily or permanently, except for (i) a permanent detached garage composed of like material as the residence on said Lot; and (ii) if a Lot exceeds 5 acres, a barn built in a style similar to and with exterior finish material similar to that of the principal residence on the said Lot and subject to the approval of the Architectural Control Committee. All buildings or structures erected upon the Lot shall be of new construction, and no buildings or structures shall be moved from other locations onto the Lot..

Section 8.20 All out-buildings (including storage buildings and playhouses), equipment, air conditioning units, electrical transformer, meters, garbage cans, service yards, dog pens or runs, woodpiles or storage piles shall be kept screened by planting or fencing so as to completely conceal them from view of all streets and neighboring Lots. Further, any and all of the foregoing items, along with any basketball goals or other playground or sports equipment shall be located and placed no closer to any street than the back of the house. "Back of the house" as used in this paragraph shall mean that part of the principal dwelling farthest away from the street. Gazebos and cabanas may be situated without the aforesaid screening if approved by the Architectural Control Committee.

Section 8.21 All garbage receptacles must be hidden from view. No Lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All such waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon

Section 8.22 No outside clothes line or other items detrimental to the appearance of the property shall be permitted.

Section 8.23 No fence, wall, hedge, or other dividing instrumentality higher than 72 inches shall be erected or maintained on any lot. All fences must be approved by the Architectural Control Committee. Fences, walls, and hedges shall not extend past the front corner of the dwelling. In addition, the Architectural Control Committee may require that these fenced areas be landscaped for aesthetic purposes or for concealment. No chain link is allowed unless it is located with a wood fence and screened from view. Wood fences must be of cedar or cypress, shadow box or board-to-board and smooth side out. Notwithstanding all of the foregoing provisions of this paragraph, the Architectural Control Committee shall have the right to grant approval for such variations, waivers or exceptions to any or all of the above restrictions related to fences as it, in its sole discretion, shall deem proper.

Section 8.24 No obnoxious, offensive, illegal activity or trade shall be carried on upon this property and neither shall anything be done thereon which may be or may become an annoyance or nuisance.

Section 8.25 No reptiles, livestock, swine or poultry of any kind shall be raised, bred or kept on any of the Lots. Dogs, cats or other household pets (exclusive of any reptiles or animals

mentioned in the immediately preceding sentence) may be kept on the Lots provided that they are not kept, bred or maintained for any commercial purpose. All household pets shall be confined within homes or fenced areas or restrained by leash at all times. Lots that are greater in size than 5 acres may have no more than two (2) horses. Each such Lot must have a designated grazing area of not less than 3 acres.

Section 8.26 No Lot, nor any building erected thereon shall at any time be used for the purpose of any trade, business, manufacture, or public amusements.

Section 8.27 No Lot may be further subdivided, and any joint form of ownership of a Lot must be of an undivided interest. Any joint owners shall have the rights of an Owner hereunder and each shall be subject to all restrictions and obligations of an Owner.

Section 8.28 No signs, billboards or advertising structures whatsoever (except normal mailbox signage and one (1) "for sale" sign per Lot not to exceed five (5) square feet), unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any residence thereof. No business activity of any kind whatsoever shall be conducted in any building or in any portion of a Lot; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboards or the construction and maintenance of buildings, if any, of the Developer, its agents, and assigns during the development of the Property and the time period needed to sell the Lots.

Section 8.29 All septic tanks shall be located, constructed and maintained in a manner which complies fully with all governmental requirements and which prevent sewage drainage onto or through any Lot other than the Lot utilizing said septic tank. Any such drainage shall be strictly prohibited.

Section 8.30 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other material 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, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 8.31 No porch or carport may be enclosed without prior approval from the city, the Developer and the Architectural Control Committee.

Section 8.32 No recreation vehicles or commercial vehicles, including, without limitation, boats, boat trailers, horse trailers, motorcycles, trucks, camping trailers, or similar type items shall be kept other than in an enclosed garage. No vehicles of any kind shall be kept unless it displays current license plates and a current inspection sticker. Lawn tractors may be kept and used for property maintenance but must be stored out of view of other Lots. No junk cars or trucks or any mechanical devices that are visually in need of repair shall be kept on any lot at any time for any purpose. No trucks, except trucks considered a "pickup" or used as a

passenger vehicle, shall be kept in the Subdivision. Any junk car or truck or mechanical device that is parked on any street, easement or right-of-way of any street in the Subdivision for more than 24 hours shall be subject to removal by the Developer, the Association or its agents without permission and at the expense of the Owner.

Section 8.33 No exterior lighting will be installed or maintained on any Lot which light is found to be objectionable by the Architectural Control Committee. If any exterior light is considered to be objectionable, the owner of the Lot on which the same is located will immediately remove the said light or have it shielded in such a manner that it is no longer objectionable.

Section 8.34 No exterior television, aerials, antennas, nor any satellite dishes of any sort shall be placed, allowed or maintained upon the property or any improvements to be located upon the Property unless approved by the Architectural Control Committee. The smaller 18-inch diameter satellite dishes are permitted. All dishes must also be screened from view from the street and the neighbors.

Section 8.35 The construction of all swimming pools shall be approved by the Architectural Control Committee. All swimming pools shall be fenced in a manner to comply with applicable law and regulations and to prohibit easy access by small children. All such fences must be in full compliance with the fence restrictions herein before set forth. No aboveground pools shall be allowed.

Section 8.36 No tennis or basketball court shall be erected on any Lot unless the construction, color, size and materials are approved by the Architectural Control Committee. In the event wire fencing is approved, it must, at a minimum, be coated with black vinyl or a similar material of like color.

Section 8.37 No tree with a diameter of twenty four (24) or more inches, as measured one (1) feet from the ground, shall be removed without the approval of the Architectural Control Committee.

Section 8.38 Lot Owners shall be required to maintain property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continue throughout the establishment of permanent vegetative cover. Each Lot Owner acknowledges and agrees that neither the Developer nor the Association is responsible for any damages which hereafter may be suffered by the Lot Owner as a result of site preparation work carried out by Lot Owner and his/her subcontractors and Lot Owner shall indemnify and hold the Developer and the Association harmless from any such damages sustained in connection therewith.

Section 8.39 The Developer reserves unto itself the right to approve additional and separate restrictions at the time of sale of any of the Lots sold in this subdivision, said restrictions may not be uniform and can differ as to different lots, and also reserves the right to amend the covenants without the consent of the owners of the lots within the subdivision.

Section 8.40 It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Owner's Lot which would tend to decrease the beauty of the specific area or of the Subdivision as a whole.

Section 8.41 All Lots shall at all times be maintained in a neat and attractive condition to prevent their becoming unsightly by reason of unattractive condition to prevent their becoming unsightly by reason of unattractive growth or accumulation of trash and debris thereon. Vegetable gardening will not be allowed.

Section 8.42 No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot.

Section 8.43 Each builder is to provide portable toilets for each house during construction. No trash, garbage, hazardous waste, or other refuse shall be dumped, stored, or accumulated on any Lot. Trash, garbage, or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers shall be kept in a clean and sanitary condition, and shall be so placed so as not to be visible from any road, Common Area, or within sight distance of any other Lot at any time except during normal refuse collection. No outside burning of woods, leaves, trash, garbage or household refuse shall be permitted.

Section 8.44 Seasonal or event decorations will be removed four weeks after the season or event.

Section 8.45 Notwithstanding any contrary provisions contained herein, the Developer shall be permitted to maintain, during the period of development of the Subdivision and sales of the Lots, upon such portion of Property or the unsold Lots as Developer deems, in the sole opinion of Developer, necessary or reasonably required, convenient or incidental to such development or sales including but not limited to, a business office, storage areas, construction yard signs, model units and sales office.

Section 8.46 The right is given to the Developer to require the Owner of a damaged or destroyed dwelling upon any Lot to make repairs or replacements in order to restore the dwelling to its condition prior to the damage or destruction, including the right to require that insurance proceeds paid to the Owner because of said damage or destruction be applied to the repair or replacement.

Section 8.47 An electric transformer may be situated on certain Lots in the Subdivision. If the Owner of such Lot should desire relocation of such transformer, he may arrange for its relocation at his expense with the approval of the Developer and the Owner of the adjacent Lot(s) nearest to the proposed new location of the transformer.

Section 8.48 Each Lot shall have a brick entrance feature (also known as brick headers) at the drive approach from any street consisting of brick materials, stucco, or stone. Entrance features will be consistent in design and shall be determined by the Architectural Control Committee. All mailboxes must be of like color, size, shape, material and texture. The Architectural Control Committee will determine the prototype mailbox to be used by all Owners.

ARTICLE IX

EASEMENTS

Section 9.1. Dedication of Roads; Utilities. Developer reserves unto itself, its successors and assigns, the right to use, dedicate, and/or convey to the State of Tennessee, to Fayette County, to any other municipal or governmental entity or authority, and/or to any appropriate public or private utility company or companies, rights-of-way or easements in, over, under, or upon the ground to erect, maintain, and use utilities, electric, and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, radio and television cables or wires, gas, sewer, water, or other public conveniences or utilities, on, in, and over the easements along the rear and side property lines of each Lot as shown.

Section 9.2. Drainage. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers, and/or easements as shown on the Plat, or on other recorded instruments in which reference is made to the Restrictions. Developer may cut drain ways for surface water wherever necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right of developer to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. The provisions hereof shall not be construed to impose any obligation upon Developer or the Association to cut or maintain any such drain way or easement.

Section 9.3. Dedication on Plat. Other easements for drainage, utilities, pedestrians, and sidewalks may be hereinafter created as shown by any plat or instrument hereinafter recorded by Developer.

Section 9.4. Further Restrictions; Easements. Developer reserves the right to dedicate additional easements and roadway rights-of-way on any unsold Lots and to impose other and further restrictions as to any Unsold Lot, as Developer may, in its sole discretion, determine to be appropriate.

Section 9.5. Easement for Utilities, Etc. Developer hereby reserves for itself and its assigns (including without limitation, the City of Piperton, County of Fayette, or any utility) blanket easements upon, across, over and under all of the Common Area and to the extent shown on the Plat over the Lots for ingress, egress, installation, replacing, repairing, and maintaining

any Common Area, and all utilities (including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity). This reserved easement may be assigned by Developer by written instrument to the Association, and shall accept the assignment upon such terms and conditions as are acceptable to Developer. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Development.

ARTICLE X

ENFORCEMENT

Section 10.1 Right of Action. In the event of an actual or threatened violation or breach of any of the Restrictions by any Owner or by any person or entity using or occupying any Lot, then Developer, the Association, any Owner, or any other party for whose benefit the Restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of the Restrictions, by injunction or otherwise, to sue for and recover damages or other dues, or to take any and all such courses of action or seek such legal or equitable remedy, which they, or any of them, may deem appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy set forth herein shall be held to be a waiver by that party, or an estoppel of any party, or of any other party, to assert or enforce any right or remedy available to such party upon the recurrence or continuation of said violation, or the occurrence of a different violation.

ARTICLE XI

LOT OWNER ACCEPTANCE

Section 11.1. Acceptance. The Owner or grantee of any Lot which is subject to the Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to such Lot, or by the execution of a contract for the purchase thereof, whether from Developer or from a subsequent Owner of such Lot, shall accept, and shall be deemed to have accepted, such deed or other contract upon and subject to each and all of the Restrictions and the agreements contained herein, all of the same being covenants running with the land.

ARTICLE XII

PROPERTY RIGHTS

Section 12.1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend any enjoyment rights of any Owner for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(b) The right of the Association, in accordance with the Charter and By-laws, to borrow money for the purpose of improving the Common Area which the Association is to maintain;

(c) The right of the Developer to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, transfer, or mortgage shall be effective unless an instrument signed by Members entitled to cast at least sixty-seven percent (67%) of the votes with respect thereto has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than thirty (30) days nor more than sixty (60) days in advance of such dedication or transfer.

ARTICLE XIII

INSURANCE AND CASUALTY LOSSES

Section 13.1 Insurance.

(a) The Board, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable Improvements on any Common Area. The Board shall also obtain a public liability policy covering any Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall be determined by the Board of Directors.

(b) Premiums for all insurance on the Common Area shall be a common expense of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost of the Improvements. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance.

(c) Cost of insurance coverage obtained by the Association for the Common Area shall be included as an assessment as provided for in Article III.

(d) The Board shall make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(iv) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(v) that no policy may be canceled or substantially modified without at least ten (10) days prior written notice to the Association.

(e) In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association.

Section 13.2. Individual Insurance - Repair and Reconstruction. By virtue of taking title to a Lot subject to the terms of the Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance on the Lot and Improvements constructed thereon for full replacement cost. In the event of damage or destruction by fire or other casualty, the Owner shall, with concurrence of its mortgagee, if any, contract to repair or rebuild such damage or destroyed portions of the Improvements in a workmanlike manner in conformance with the original plans and specifications of the building (including landscaping). In the event the Owner refuses or fails to commence such repair or rebuilding within the earlier to occur of (1) thirty (30) days after receipt of insurance proceeds, or (2) one hundred eighty (180) days after the date of such damage or destruction, and thereafter to diligently prosecute the same to completion, then the Association, by and through its officers and agents, is hereby authorized by such Owner to repair and rebuild the Improvements in a good and workmanlike manner in conformity with the original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association will have a lien securing the payment of same identical to that provided for in Article III, securing the payment of said sums expended and subject to the collection and enforcement provisions as set forth in said Article. Each Owner shall make every reasonable effort to secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Association, other Lot Owners, and their respective tenants, servants, agents, and quests. Each Owner shall furnish a current certificate of insurance to the Association.

ARTICLE XIV

RESERVES

Section 14.1. Reserves Established by the Association. The Association will establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the Common Area. This fund will be maintained out of the Annual Assessments for common expenses.

ARTICLE XV

GENERAL PROVISIONS

Section 15.1 Duration and Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to the Declaration, their respective legal representatives, heirs, successors, and assigns, until March 31, 2029, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. Unless specifically prohibited herein, the Declaration may be amended at any time by an instrument signed by Owners holding not less than sixty-seven percent (67%) of the votes of the membership at such time. Any amendment must be properly recorded to be effective. Until sixty-seven percent (67%) of the Lots are sold, any amendment must also be approved by the Developer.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEVELOPER RESERVES THE RIGHT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE DEVELOPER DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION.

Section 15.2. Notices. Any notice required to be sent to any Owner or Member under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Person who appears as the Owner or Member on the records of the Association at the time of such mailing.

Section 15.3. Enforcement. The expense of enforcement by the Association, of the Restrictions and the terms and provisions of the Declaration shall be chargeable to the Owner violating the same and shall constitute a lien on such Owner's Lot, collectible in the same manner as provided in Article II for the collection and enforcement of assessments.

Section 15.4. Severability. Invalidation of any one or more of the Restrictions or of any term or provision of the Declaration by judgment or court order shall in now way affect the validity of any other, which shall remain in full force and effect.

Section 15.5. Waiver. No Restriction, term, or provision of the Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

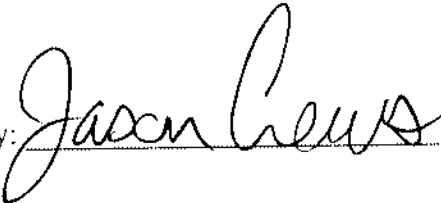
Section 15.6. Gender, Etc. Whenever in the Declaration the context so requires, the singular number shall include the plural and the converse and the use of any gender shall be deemed to include all genders.

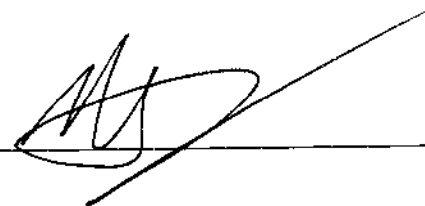
Section 15.7. Captions. The captions of the various Articles of the Declaration are for the convenience of reference only, and non of them shall be used as an aid in or in the construction of any provision of the Declaration.

Section 15.8. Counterparts. This instrument may be executed in multiple counterparts, all of which, taken together, shall constitute but one instrument. Alternatively, any party may execute this instrument by signing a counterpart signature page and attaching it (or causing it to be attached) to this instrument, along with the acknowledgment of the Notary Public with respect to such party's execution. Upon the attachment of all signatures and acknowledgments of all parties, this instrument shall, without further action, become effective as to all parties.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed as of the day and year first above written.

THOMPSON AND CREWS PROPERTY MANAGMENT, LLC
A Tennessee limited liability company

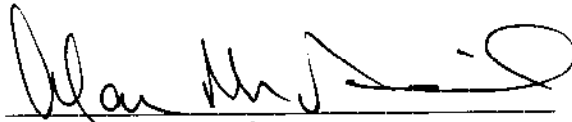
By:  _____

By:  _____

STATE OF TENNESSEE
COUNTY OF Shelby

Before me, the undersigned authority, a Notary Public in and for the said County and State, personally appeared Jason Crews, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Secretary of Thompson and Crews Property Management, LLC, a Tennessee limited liability company, the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing by himself as such Secretary.

WITNESS my hand and official seal at office this 29th day of March, 2004.



NOTARY PUBLIC




My Commission Expires: My Commission Expires Dec. 2, 2004

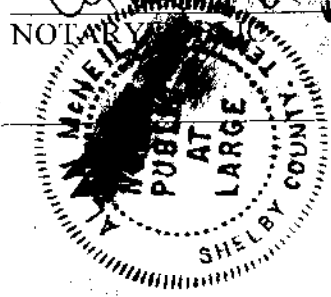
STATE OF TENNESSEE
COUNTY OF Shelby

Before me, the undersigned authority, a Notary Public in and for the said County and State, personally appeared Wesley Thompson with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief manager of Thompson and Crews Property Management, LLC, a Tennessee limited liability company, the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing by himself as such Chief manager.

WITNESS my hand and official seal at office this 29th day of March, 2004.



NOTARY PUBLIC



My Commission Expires: _____

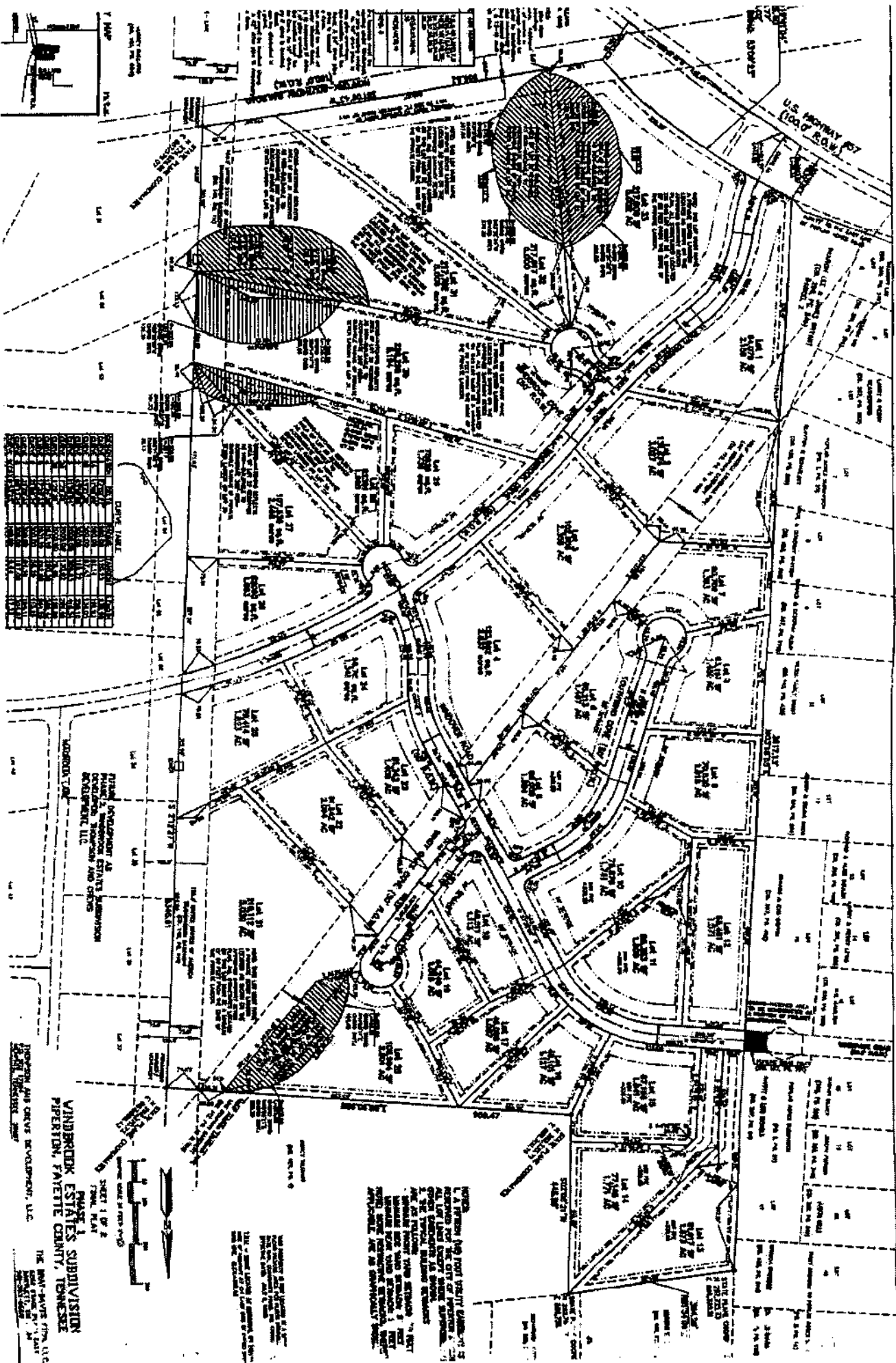
EXHIBIT "A"

Property Description of Property

BEGINNING at a 1/2 inch rebar set in the northerly line of U. S. Highway 57 (100.00 ft. R.O.W.) a distance of 624.17 feet southeastwardly as measured along said northerly line of U. S. Highway 57 with its intersection with the easterly line of Poplar Acres Road (50.00 ft. R.O.W.); thence on a bearing of north 03 degrees 18 minutes 55 seconds east along the easterly line of Parcel 2 Tharon Lee & James Bryant tract (DB. 289, Pg. 546) and the easterly line of Poplar Acres Subdivision (PB 2, Pg. 27) a distance of 2,617.13 feet to a 1/2 inch rebar set at the southwesterly corner of the Morgan Wright, Jr. tract (DB. 192, Pg. 126); thence on a bearing of north 81 degrees 54 minutes 06 seconds east along the southerly line of said Morgan Wright, Jr. tract and the southerly line of the Richardson Roosevelt tract (DB. 223, Pg. 771) a distance of 394.26 feet (Call = 393.38 feet) to a 1/2 inch rebar set at the northwesterly corner of the Percy Williams tract (DB. 127, Pg. 6); thence on a bearing of south 02 degrees 06 minutes 21 seconds west along the westerly line of said Percy Williams tract a distance of 445.86 feet (Call = 419.63 feet) to a 1/2 inch iron pipe found; thence on a bearing of south 86 degrees 06 minutes 58 seconds east along the southerly line of said Percy Williams Tract a distance of 1,847.17 feet (Call = 1848.00 feet) to a 1/2 inch rebar set in the westerly line of the Steve & Dorothy Loyd tract (DB. 414, Pg. 180); thence on a bearing of south 03 degrees 02 minutes 19 seconds west along the westerly line of said Steve & Dorothy Loyd tract a distance of 541.06 feet (Call = 545.40 feet) to a 1/2 inch rebar set at the southwesterly corner of said Steve & Dorothy Loyd tract; thence on a bearing of south 86 degrees 47 minutes 32 seconds east along the southerly line of said Steve & Dorothy Loyd tract a distance of 261.36 feet (Call = 270.00 feet) to a 1/2 inch rebar set at an interior corner of said Steve & Dorothy Loyd tract; thence on a bearing of south 03 degrees 54 minutes 35 seconds west along the centerline of Dunn Road a distance of 1,561.12 feet (Call = 1540.90 feet) to a P.K. nail set in said centerline of Dunn Road said point also being in the northerly line of the Southern Railroad (100.0 Ft. R.O.W.); thence on a bearing of south 81 degrees 09 minutes 43 seconds west along the northerly line of said Southern Railroad a distance of 2,073.70 feet to a 1/2 inch rebar set in the northerly line of said U. S. Highway 57; thence along a curve to the left, having a radius of 1,626.40 feet, a central angle of 19 degrees 41 minutes 04 seconds, a chord bearing of north 53 degrees 09 minutes 23 seconds west and distance of 556.02 feet, an arc distance of 558.77 feet (Call = 546.22 feet) to the point of beginning and containing 134.577 acres.

Exhibit B

Plat of The Windbrook Subdivision



DRIVE LAYOUT

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

PLANNED DEVELOPMENT AS
 SUBDIVISION OF
 WINDBROOK ESTATES
 ROBERTSON, LLC

WINDBROOK ESTATES SUBDIVISION
 PIPERSON, FAYETTE COUNTY, TENNESSEE

THE WINDBROOK ESTATES
 DEVELOPMENT, LLC

NOTICE: This plat is not to be construed as a warranty of any kind by the City of Piperston, Tennessee. The City of Piperston, Tennessee, is not responsible for the accuracy of the information contained herein. The City of Piperston, Tennessee, is not responsible for the accuracy of the information contained herein. The City of Piperston, Tennessee, is not responsible for the accuracy of the information contained herein.



DRIVE LAYOUT

Exhibit C
CHARTER
OF
WINDBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.

The undersigned person under the Tennessee Nonprofit Corporation Act, adopts the following charter for the above-listed corporation:

The name of the corporation is Windbrook Estates Homeowners Association, Inc.

2. This corporation is a mutual benefit corporation.
3. This corporation is a non-religious corporation.
4. The corporation's initial registered office is:

5321 Shelby Drive
Memphis, Tennessee

The name of the initial registered agent at such office is Jason Crews.

5. The name and address of the sole Incorporator is as follows:

Anita I. Lotz
Farris, Mathews, Branan, Bobango & Hellen PLC
1100 Ridgeway Loop Road, Suite 400
Memphis, Tennessee 38120

6. The street address of the initial principal office is

5321 Shelby Drive
Memphis, Tennessee

7. The Corporation is not for profit.
8. The Corporation will have members.

9. The corporation may be dissolved with the assent given in writing and signed by not less than sixty-seven percent (67%) of the members. Upon dissolution of the corporation, other than a dissolution incident to the merger or consolidation of the corporation, all of the assets and property of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such a

Exhibit D

BY-LAWS

OF

WINDBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name

The name of this corporation is Windbrook Estates Homeowners Association, Inc. (the "Association") Its principal place of business is in care of Thompson-Crews Property Management LLC, a Tennessee limited liability co. The Association may have such other offices within or without the State of Tennessee as the Board of Directors or the Members may from time to time designate.

ARTICLE II

Membership

1. Eligibility. The Owner or Owners of a parcel who have become such in compliance with all of the requirements and conditions contained in the Declaration of Covenants, including these Bylaws, shall be eligible to be a member of the Association, entitled to attend and vote at all meetings of the Association. The Developer shall be considered the Owner of each Lot which is unsold by it.

2. Voting Rights. The Owner or Owners of a Lot shall be entitled to one (1) vote for each Lot owned, except: the Developer shall be entitled to three (3) votes for each Lot owned by it. In the event that a Lot is owned by two or more persons, the vote allocated to that Lot shall be cast by the person authorized by such multiple Owners, and in the event of a failure to agree upon such authorization, no vote shall be recorded for that Lot. In the event that only one of two or more Owners of a Lot is present in person at a meeting, such one person shall be presumed to be authorized by all other Owners of the Lot to cast the vote with respect to such Lot

3. Meetings of Members

a. Place of Meeting. Meetings of the Members shall be held at the principal office or the principal place of business of the Association, or at such other place as may be designated from time to time by the Board of Directors.

b. Annual Meeting. The annual meeting of the Members of the Association shall be held at 7:00 p.m. on the second Tuesday in January of each year, beginning in 2007. At such meeting, the Members shall by written ballot elect a Board of Directors in accordance with these Bylaws and transact such other business of the Association as may properly come before them.

c. Special Meetings. Special meetings of the Members may be called by a majority of the Board of Directors, or by the holders of not less than one-third (1/3) of the total number of votes entitled to be cast on any issue proposed to be considered at the proposed special meeting. The Secretary shall be responsible for notices of special meetings, which notice shall state the time and place of the special meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

d. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting, shall be delivered either personally or by mail by the Secretary to each Member entitled to vote at the meeting, at his address as it appears on the membership book of the Association, if any, or if no such address appears, at his last known place of address, all at least ten (10) days but no more than two (2) months prior to such meeting. Delivery of any notice to the member at his last known address by deposit, postage pre-paid, with the U.S. Postal Service, shall be conclusive notice hereunder. Upon the request of any Member, the Secretary or other person shall certify that the notice required by this paragraph has been given.

e. Waiver of Notice. A Member may waive any notice required by the Tennessee Nonprofit Business Corporation Act, the Charter or these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Member entitled to notice and be filed in the minutes or corporate records. A Member's attendance at a meeting waives objection to (a) lack of notice or defective notice of the meeting unless such Member objects at the beginning of the meeting or promptly upon his arrival to holding the meeting or transacting business at the meeting; and (b) consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless such Member objects to considering the matter when it is presented.

f. Quorum Requirements. The presence of fifty-one percent (51%) of the Members, either in person or by proxy, entitled to vote on the matter shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting falls below the quorum and the question of the lack of a quorum is raised, no business may thereafter be transacted. If any meeting of the Members cannot be held because a quorum is not in attendance, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called without a requirement for additional notice.

g. Voting. At every meeting of the Members, each Member shall have the right to cast his vote on each question brought before the meeting. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, in person or by proxy (provided that there is a quorum present) shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of a statute or of the corporate charter of the Association, or the Declaration, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote of any membership, which is owned by more than one person, may be exercised by any of them present at any such meeting unless any objection or protest by any other owner of such membership is noted at the meeting. In the event all of the co-owners of any membership who are present at any meeting are unable to

agree on the manner in which the vote for such membership shall be cast on any question, then such vote shall not be counted for purposes of determining that question. No Member is eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

h. Proxies. A Member may appoint any other Member or any other person permitted by law or by these Bylaws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy, in addition to his own vote. A proxy must be in writing and shall be filed with the Secretary or other officer or agent authorized to tabulate votes of the meeting, before being voted. A proxy shall entitle the holder thereof to vote at any adjournment of the meeting, but shall not be valid after the final adjournment the meeting. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE III

BOARD OF DIRECTORS

1. Qualification and Election. The affairs of the Association shall be managed by a Board of Directors. Directors shall be elected by a plurality of the votes cast at the annual meeting of the Members. Each Director shall hold office until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified.

2. Number. The number of Directors shall be set at the annual meeting of the Members, but shall not at any time be less than three (3) persons nor more than seven (7) persons.

3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and the development and may do all such acts and things as are not by law or these Bylaws directed to be done by the Members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

a. Care and upkeep of the private road, utilities, walls, columns and fences, entrance, lighting and landscaping and any other properties charged to the care of the Association, including the establishment of reserves for repairs or replacements;

b. Establishment and collection of assessments and/or interest and charges thereon from the Members and for the assessment and/or enforcement of liens therefore in a manner consistent with the Declaration and applicable law;

c. Designation, hiring and termination of the personnel necessary for the good working order of and provision of services to the development, consistent with applicable law and the Declaration;

d. Promulgation, distribution and enforcement of rules and regulations, and such additional restrictions and requirements as may be necessary and proper respecting the sue, occupancy and maintenance of the development, all of which shall be consistent with the Declaration and applicable law; and

c. Appointment of the Architectural Review Committee in accordance with the Declaration.

4. Nominations. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations shall also be accepted from the floor at the annual meeting of the Members. The Nominating Committee shall consist of the President of the Association and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and the appointment of the Nominating Committee shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine as necessary, but in no event less than the number of vacancies to be filled.

5. Removal of Directors. The Members may remove one or more Directors with or without cause at any regular meeting or any special meeting of the Members by the affirmative vote of the majority of the entire membership of record and the election of a successor to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in the payment of any assessments and/or charges related thereto due to the Association shall be automatically terminated and the remaining Directors may elect his successor as provided in paragraph 5 above.

6. Compensation. No compensation shall be paid to Directors for their services as Directors, provided however, that a Director shall be paid for services performed for the Association if a resolution authorizing enumeration for services actually performed is considered and adopted by the Board of Directors before such services are undertaken.

7. Meetings. The annual meeting of the Board of Directors shall be held immediately after the adjournment of the annual meeting of the Members, at which time the officers of the Association shall be elected. The Board may also designate a time and place for regular meetings, to be held at least twice (2) a year. Special meetings may be called at any time by the president or any two (2) Directors. Meetings may also be held telephonically.

8. Notice of Directors' Meetings. The annual Board meeting may be held without notice. Regular Board meetings shall take place monthly, unless otherwise agreed by the Board. Special meetings shall be held upon written notice sent delivered personally or by mail not less than two (2) days before the meeting. The notice shall specify the date, time and place of the meeting, but it shall not be necessary for the notice to describe the purpose of any special meeting.

9. Waiver of Notice. A Director may waive any notice required by the Tennessee Nonprofit Corporation Act, the Charter, the Declaration, or these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Director entitled to the notice and be filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless he objects at the beginning of the meeting or promptly upon his arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

10. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Charter, these Bylaws, the Declaration or by the laws of Tennessee.

11. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association's trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE IV

OFFICERS

1. Number. The Association shall have a president, a secretary, a treasurer, and such other officers as the Board of Directors shall from time to time deem necessary. Any two or more offices may be held by the same person, except the offices of president and secretary.

2. Election and Term. The officers shall be elected by the Board at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified.

3. Duties. All officers shall have such authority and perform such duties in the management of the Association as are normally incident to their offices and as the Board of Directors may from time to time provide. In addition to other duties, the secretary shall be responsible for preparing minutes of the Directors' and Members meetings and for authenticating records of the Members.

4. President. The President shall be the chief executive officer of the Association and shall have responsibility for the general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. The President shall preside at all meetings of the Members and, if a Director, at all meetings of the Board of Directors. The President shall have all of the general powers and duties

of such office and shall execute all authorized conveyances, contracts, or other obligations in the name of the Association except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

5. Secretary. The Secretary shall attend all meetings of the Members and all meetings of the Board of Directors and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. When necessary, the Secretary shall give, or cause to be given, notice of all meetings of the Members and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he or she shall act. When required or requested, the Secretary shall execute with the President all authorized conveyances, contracts or other obligations in the name of the Association except as otherwise directed by the Board of Directors. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix same to any instrument requiring it and when so affixed, it shall be attested by the Secretary's signature or by the signature of the Treasurer or an Assistant Secretary.

The Secretary shall keep a register of the post office address of each Member. Said address shall be furnished to the Secretary by such Member and the responsibility for keeping said address current shall be upon the Member.

6. Treasurer. The Treasurer shall have custody of and keep account of all money, funds and property of the Association, unless otherwise determined by the Board of Directors, and the Treasurer shall render such accounts and present such statements to the Directors and the President as may be required of him. The Treasurer shall deposit funds of the Association that may come into his or her hands in such bank or banks as the Board of Directors may designate. The Treasurer shall keep the bank accounts in the name of the Association and shall exhibit the books and accounts at all reasonable times to any Director of the Association upon application at the office of the Association during business hours.

ARTICLE V

RESIGNATIONS, REMOVALS, AND VACANCIES

1. Resignations. Any Director may resign at any time by delivering written notice to the Board of Directors, or the President of the Association. Any such resignation shall take effect when it is delivered unless the notice specifies a later effective date.

2. Removal of Officers. Any officer or agent may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

3. Removal of Directors. Any or all of the Directors may be removed either with or without cause by a proper vote of the Members; and may be removed with cause by a majority vote of the entire Board.

4. Vacancies. Newly created Directorships resulting from an increase in the number of Directors, and vacancies occurring in any office or Directorship for any reason, including removal of an officer or Director, may be filled by the vote of a majority of the Directors then in office, even if less than a quorum exists.

ARTICLE VI

ACTION BY CONSENT

Whenever the Members or Directors are required or permitted to take any action by vote, such action may be taken without a meeting if all Members or Directors consent to taking action without a meeting, and if the number of Members or Directors that would be necessary to establish a quorum and take the action at a meeting sign a written consent setting forth the action so taken and their vote for or against each such proposed action. Written approvals shall only be valid when the number of votes evidenced by written consent equals or exceeds the quorum required to be present at a meeting authorizing such action, and the number of approvals meets or exceeds the number of votes required to approve the matter at a meeting.

ARTICLE VII

FISCAL MATTERS

1. The fiscal year of the Association shall end on the 31st day of December or such other time as may be determined by the Board of Directors.

2. The Board of Directors shall manage the funds of the Association for the benefit of the Members and shall enforce the provisions of these Bylaws and the Declaration and shall pay out from the common expense funds of the Association the following:

- a. The cost of such insurance coverage as the Association may effect; and
- b. The cost of providing legal and accounting services as may be considered necessary to the operation of the development;
- c. Such other expenses of the Association as are provided for under these Bylaws, the Declaration or applicable Tennessee law.

3. Books and records of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and the expenditures of the Association, and shall specify the maintenance and repair expenses incurred. The amount of any assessment required for the payment of any capital expenditures of the Association shall be separately credited on the books and records of the Association as "Paid-in-Surplus" and a capital contribution of the Members.

4. The Board of Directors shall furnish the Members, and the holder of any first mortgage requesting the same, with an annual financial statement of the Association, within ninety (90) days after the end of the fiscal year of the Association, including the income and disbursements of the Association.

5. The books and records of the Association shall be available for inspection by the members of the Association, and/or their duly authorized agents or attorneys, and to the holder of any first mortgage and its duly authorized agents or attorneys requesting the same, during normal business hours and for purposes reasonably related to their interest as Members.

ARTICLE VIII

SEAL

Unless otherwise determined by the Board of Directors, the Association will not have a seal and in any event the failure to affix a corporate seal to any instrument executed by the Association shall not affect the validity thereof.

ARTICLE IX

INDEMNIFICATION

1. Indemnification and Hold Harmless. The officers and Directors of the Association shall not be liable to the Members for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify to the extent authorized or permitted by the laws of the State of Tennessee any person, or the estate of any person, made, or threatened to be made, a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he is or was, or is or was purported to be, a Director, officer, agent or employee of the Association or served any other enterprise at the request of the Association. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Owners of Lots within the subdivision) and the Association shall indemnify and forever hold each such officer or Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer of Directors or former officer of Director may be entitled. The Association may pay for or reimburse the reasonable expenses incurred by an indemnified person who is a party to a proceeding, including counsel fees, in advance of final disposition of the proceeding if such advance payment is permissible under the laws now in effect or hereafter enacted of the State of Tennessee.

2. Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the members. No contract or other transaction between the Association and one or more of its Directors,, or between the Association

and any Association, firm or Association (including the Developer) in which one or more of the Directors of this Association are directors or officers or are otherwise pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at a meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, provided that:

a. The fact of the common directorate or pecuniary interest is disclosed or known generally to the Board of Directors or a majority thereof or otherwise noted in the minutes of the meeting, and the Board authorizes, approves or ratifies such contract or transaction in good faith; and

b. The contract or transaction is commercially reasonable to the Association at the time of its authorization, ratification, approval or execution.

Common or interested Directors or officers may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, as if he were not a director or officer of such other Association or not so interested.

ARTICLE X

AMENDMENT OF BY-LAWS

These Bylaws may be amended, added to, or repealed either by: (1) an affirmative vote of the Members representing a majority (unless a greater number is required by the Declaration) of all votes entitled to be cast at any meeting of the Members duly called for such purpose, but only after thirty (30) days ' prior written notice to the holders of all first mortgages on the Lots. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XI

MISCELLANEOUS PROVISIONS

1. Each Owner of a Lot shall provide the Association with the name and address of his mortgagee and, if so requested by the Board of Directors, shall file a conformed copy of such mortgage with the Board of Directors. As used herein, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees and the term "mortgage" shall also include a deed of trust. As used generally herein, the term "holder" or "mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds, and any corporation, including corporations and agencies of the U.S. Government.

2. The resident agent shall be designated as the person authorized to accept service of process on behalf of the Association for any purpose.

3. In the event that any provision of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

4. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge upon the terms and provisions of these Bylaws.

5. Whenever in these Bylaws the context so require, the singular shall also include the plural and the use of any gender shall be deemed to include all genders.

6. THESE BYLAWS SHALL BE SUBORDINATE TO ALL PROVISIONS OF THE DECLARATION. ALL OF THE TERMS HEREOF, EXCEPT WHERE CLEARLY REPUGNANT TO THE CONTEXT, SHALL HAVE THE SAME MEANING AS IN THE DECLARATIONS AND IN ANY CONFLICT BETWEEN THE TERMS OF THESE BYLAWS AND THE DECLARATION, THE DECLARATION SHALL CONTROL.

BK/PG:D719/928-969

04002889

42 PGS : AL - RESTRICTIVE COVENANTS	
ED BATCH: 6391	
04/01/2004 - 09:00 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	210.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	212.00

STATE OF TENNESSEE, FAYETTE COUNTY

EDWARD PATTAI
REGISTER OF DEEDS

EDWARD PATTAT

Register of Deeds
Fayette County, TN

Payment Receipt
Batch# 6391

04/01/2004

RCVD OF: FARRIS MATHEWS KRANAN

When Revenue Is Paid By Check, Receipt
Is Not Valid Until Check Is Paid By Bank

Check(s) 212.00

Inst # 04002989 09:00 AM

RESTRICTIVE COVENANTS

Book: 0719 Page: 928

Recording Fee 210.00

OP Fee 2.00

Document Total: 212.00

Batch Total: 212.00