

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ARBOR COVE HOMEOWNERS ASSOCIATION**

WHEREAS, the undersigned, _____ and wife, _____, are the recorded owners of certain property in HAMILTON COUNTY, TENNESSEE, being the property platted as Lots ___ through ___ Arbor Cove Subdivision, as shown by Plat recorded in Plat Book _____, Page _____ in the Registers' Office of Hamilton County, Tennessee; and

WHEREAS, it is our intent, purpose and desire to devote the said Lots in said Subdivision to restricted residential purposes.

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as the future purchasers of said lots in said Subdivision, this declaration and agreement is made on the date hereinafter set forth by _____ and wife _____ (hereinafter referred to as "DECLARANT" or "DEVELOPER" even though used as singular or plural, shall mean both **Allen Robinson and Eric Johnson**).

Each and every conveyance of any one said lots shall be subject to conditions, reservations, covenants and agreements, which will run with the land as follows:

1. Homeowners Association. That after commencement of the development and start of construction of the first house in the Subdivision, the Developer shall establish and manage a Homeowners Association (hereinafter more specifically defined).

2. The Homeowners Association (known as the Arbor Cove Homeowners Association) is for the purpose of providing for the common good and general welfare of the people of the Arbor Cove Subdivision, including establishing rules, regulations, monthly maintenance fees, dues and or assessments, schedule of payments, including penalties of late payments, and authority for insuring and providing for the proper maintenance of the front yards, the planted median areas, the drainage detention area, the entrance fencing, entrance signs, entrance signs lighting, street lighting, entrance landscape areas, any common irrigation and any other structure or area deemed appropriate by the Declarant for the Association to care for.

The rules, etc., so established by the developer shall be binding upon all purchasers of lots, in the subdivision, their heirs, successors and assigns. After the construction of all the single-family residential units has been completed the Developer shall transfer management of the Homeowners Association to an initial managing committee. The initial managing authority of the Homeowners Association shall be vested in a committee of five (5) persons, each of whom must own at least one lot in the subdivision with each lot having one vote regardless of the number of owners of any particular lot. The members of the initial managing committee shall be appointed by the Developer. The rules, regulations and schedule of payments, including late fees for those not paying on time, established by the developer shall be continued by the initial managing committee and can be changed from time to time by a majority vote of the committee

or any succeeding managing committee. Each owner, whether individual, corporate or otherwise, shall be a member of the Homeowners Association and shall be subject to all dues, assessments or other conditions imposed by such Association. The Homeowners Association, or any member thereof, is authorized to enforce the provisions of this document against any individual lot owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate its provisions, including the failure of such person or persons to pay the monthly maintenance fee. In the event litigation is implemented for the enforcement of this document or for the collection of any maintenance fee due hereunder, the Homeowners Association or Developer as the case may be shall be entitled to recover all costs of collection, late fees, including its reasonable attorney fees and court costs.

3. Maintenance. Except as maintained by the Homeowners Association, each Owner shall keep and maintain each Lot, the exterior of the dwelling and all Structures owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care), and otherwise caring for the dwelling and all other structures; (ii) the seeding, fertilizing and watering of all lawns, mowing, edging, clipping, sweeping, pruning, raking and otherwise caring for all lawns not maintained by the Association; (iii) the pruning and trimming of all trees, hedges, and shrubbery not maintained by the Association so that the same are not obstructive of a view by motorists or pedestrians of street traffic; (iv) the maintenance of any Sideyard Easement Area that may exist on the Owner's Lot; (v) the maintenance and repair of all the driveway and sidewalk and fences on the Lot. If, in the opinion of the Homeowners Association, any Owner shall fail to perform the duties imposed by this restriction, the Declarant, or the Homeowners Association, as the case may be, and their employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon the lot for the purposes of maintaining the lot and or the structure or structures as called for by this restriction if the same reasonably requires, charging the expense thereof to the owner thereof then the charge will become a lien upon the lot upon recordation of notice thereof in the Hamilton County Register of Deeds Office. In the event that the Declarant and its employees, agent, and assigns should enter the property as above mentioned they shall not be deemed to have committed a trespass or wrongful act solely by reason of such entry and carrying out of such purposes.

4. Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages, which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by the Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

5. Transfer of Authority. Any or all of the rights, powers, duties and obligations which are herein assumed by or reserved or given to the Declarant may be assigned and transferred to the Homeowners Association at such time as the first of one of the following occurs: (a) That the Declarant has no vested interest in any said lot in the subdivision or property

in a future adjacent development, and no active option to purchase additional property for continued development; (b) That Declarant chooses to surrender all of his authority to the Homeowners Association operating at the time of relinquishment; (c) The expiration of ten (10) years from the date of the recording of this Declaration. Upon such assignment or transfers, the Declarant, and its successors and assigns, shall thereupon be released from all rights, powers, duties and obligations in this instrument reserved or given to and assumed by the Declarant, its successors or assigns.

6. No Waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representative, heirs, successors and assigns, to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

7. Right to Enforce. The provisions herein contained shall inure to the benefit of and be enforceable by: (a) the Declarant, his successors and assigns; (b) the grantees in deeds conveying land in said Subdivision, their perspective heirs, executors, administrator or assigns; (c) any subsequent owner of any land in said Subdivision; (d) the Architectural Control Committee or its duly authorized representative; or (e) the Homeowners Association or its duly authorized representative. The failure of any of the above enumerated persons or organizations herein to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.

8. Residential Use. That said lots shall be devoted exclusively to residential use, and that no buildings shall be erected or maintained other than single-family residences, (which shall contain no more than four (4) unrelated persons) without other buildings, except one outbuilding of compatible character and style provided that it can be placed behind the rear building line of the main dwelling and meets all other requirements including written approval of the Homeowners Association. Private swimming pools and outdoor cooking places are permissible provided they are specifically approved in writing by the Homeowners Association on a case-by-case basis.

9. Restrictions of Use. Lots may be used for single-family residences only (see defined above) and for no other purpose provided that Declarant may operate a Sales Office and/or Model Home and construction trailer on a Lot or Lots designated by Declarant. No trade, business or profession, which is prohibited by any applicable law or ordinance, shall be conducted on any Lot. In no event shall any childcare facility, beauty shop or barbershop be operated upon any Lot. No other trade, business or profession in which customers or clients frequently come to the place of business or in which there are frequent pickups or deliveries or other regular traffic shall be conducted or operated upon any Lot, regardless of whether any of such activities are permitted by applicable law or ordinances.

10. No Temporary Structure. No part of any said Lot shall be used for residential purposes until, first a complete dwelling house, conforming fully to the provisions of this

instrument, shall have been erected thereon. No trailer, tent, garage, barn or other outbuilding may be used for temporary or permanent residence. In the event that a house should be destroyed by fire or any other means, rebuilding must begin within six (6) months completed within one (1) year.

11. Standards. Any dwelling erected on any said lot shown on the above mentioned plat must conform to professionally accepted construction standards and shall be harmonious with the setting and with the existing dwellings of the Arbor Cove Subdivision.

12. No Right-Of-Way. Specifically, it is provided that no one of said lots or any part thereof, shall be used for a road right-of-way, without the consent and permission of Declarant.

13. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Homeowners Association of plans and specifications for such roads and driveways.

14. Solid Waste. No person shall dump or burn rubbish, garbage or any other form of solid waste on any Lot or planted median except Declarant during development and construction of the Development.

15. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise without the prior written approval of the Homeowners Association of plans and specifications for such split, division, or subdivision; except, however, Declarant shall have the right without the consent of other Lot Owners to subdivide or resubdivide Lots.

16. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Homeowners Association of plans and specifications for the landscaping to accompany such construction or alteration.

17. Signs. No signs whatsoever (including, but not limited to commercial and similar signs) shall, without the Homeowners Association's written approval of plans and specifications therefore, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof except:

- (i) such signs as may be required by legal proceedings;
- (ii) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of not more than five square feet.
- (iii) Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Homeowners Association; and
- (iv) Such signs that the Declarant may deem necessary to advertise the Development and to promote the sale of Lots and homes in Arbor Cove Subdivision.

18. Fences. No fence or wall of fencing type barrier of any kind shall be erected, maintained, or altered upon any portion of the development or on any Lot without the prior written approval of the Homeowners Association of plans and specifications for such fences and walls. Fences or walls erected at the rear yards shall not be higher than eight (8) feet. No fences or walls shall be permitted in the front yards except such fences and walls used for decorating or ornamental purposes installed by Declarant. Any fences connecting dwellings, which were originally erected by Declarant for side yard privacy shall not be removed, destroyed or altered and shall be maintained in good condition and repair by the Owner. Fences must be constructed to permit reasonable access to utilities or they must have gates to allow initial construction of a Dwelling and must conform to the same style as that of the connecting fence at the time of construction or be a six (6) foot high stockade type fence. Side yard trellises shall not have solid roofs over them unless permitted by the Homeowners Association.

19. No Plantings. No hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on front areas of Lots, if in the opinion of the Homeowners Association, it would be unsafe and create a hazard as far as line of sight is concerned for vehicular traffic.

20. No Antennas. No television antennas, dish, radio receiver or sender or similar device shall be attached to or installed on the exterior portion of any dwelling or other structure on the Property or any Lot within the Development without prior written consent of the Homeowners Association; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television and radio signals upon any other such properties. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development. Permission is not likely to be granted for the above unless they are installed in a manner so that they will not be visible from Arbor Cove Lane.

21. Front Yard Areas. The front yard areas shall be kept neat and clean. All equipment, garbage cans and woodpiles shall be kept in the garage or screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

22. Mailboxes, etc. There shall be no individual newspaper containers (boxes) and or mailboxes placed on any lot or in the front of said lots in the subdivision but rather owners shall be permitted to use grouped mailboxes placed at the two planted median areas for mail, etc.

23. No Firearms. No discharge of firearms is allowed on any lot.

24. Nuisances. It shall be the responsibility of each Owner of each Lot to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor

shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon such Lot, nor shall anything be done thereon which may cause embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or things of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Development.

25. Air Conditioning Units. No window air conditioning units shall be placed in any dwelling so as to be visible from the front of any lot or adjoining street.

26. Decorative Appurtenances. Any decorative such as sculptures, birdbaths, birdhouses, fountains, gazebos or other decorative embellishments, which are visible from the street, must be approved by the Homeowners Association. No plastic animal decorations such as pink flamingos, etc. are permitted on any Lot.

27. Window Treatments. No foil or any other reflective materials shall be used on any windows for sunscreens, blinds, and shades or for any other purpose.

28. Fuel or Water Tanks. No fuel or water tanks shall be stored or maintained upon any lot in such a manner as to be visible from any public street or road or any other lot, unless used by Declarant, temporarily, in the course of developing the community.

29. House Numbers. There shall be no angle iron type housed number identification placed at the street and or any painting of house numbers on the concrete curb in front of any dwelling.

30. Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used or placed upon Lots within the Development. The playing of loud music from any balconies, patios, or porches shall be offensive, obnoxious activity constituting a nuisance. The loud playing of any device in such a manner that it is easily heard outside the dwelling shall be an offensive, obnoxious activity, constituting a nuisance.

31. Animals. No poultry, including birds, insects, reptiles, livestock or animals shall be allowed or maintained on any Lot at any time except that the keeping of dogs, cats or other household pets is permitted, providing that nothing herein shall permit the keeping of dogs, cats or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. No animal shall be allowed to become a nuisance. No breed of dog or other animals shall be allowed on any Lot which breed is by nature dangerous. The pet owners shall muzzle any pet, which consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity". No structure for the care, housing or confinement of any animal shall be constructed, placed or

altered on any Lot unless plans, specifications and location for said Structure have been approved by the Homeowners Association.

32. Vehicles, Recreational Vehicles and Trailers. No school bus, truck over one (1) ton capacity, commercial vehicles over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, camper, trailer, all terrain vehicle, habitable motor vehicle of any kind, boat or boat trailer, jet skis, trailers of any kind, heavy equipment of like equipment shall be permitted on any Lot provided, however, any such vehicle, boat or trailer will be permitted if stored within the garage with the garage door closed.

In regard to motorcycles, they may be parked on the driveway provided they are used regularly but are not to be stored or left parked on the driveway for over one week at a time. In the event that a motorcycle is not used regularly it shall be parked in the garage with the door closed or parked behind the privacy fence and must be out of sight from the street and from adjoining neighbors.

In the event that one or more of the following are owned, borrowed or leased, a boat, boat trailer, pop-up camper, small tractor, all terrain vehicle, and or jet ski, they shall not be parked or stored in the front yard or driveway but must be parked or stored in the garage with the door closed or behind the fence and must be out of sight from the street and adjoining neighbors. Out of sight meaning also below the top of the fence. No vehicle, equipment and or trailer shall be parked on the curb or on the front yard of any lot. Vehicles shall not be parked on any subdivision street for periods of more than twenty-four (24) continuous hours. No inoperable or junked motor vehicles shall be parked or stored upon any portion of the property for more than ten (10) days except in an enclosed garage with the garage door closed. No dismantling or major overhaul repair of a motor vehicle (such as dismantling or removal of the engine or transmission or removal of the hood, any fender or any door) shall be performed on any portion of the property except in an enclosed garage. Any trash, firewood, wood scraps, or building materials contained in any vehicle or trailer shall be covered from view. The provisions of this restriction shall not apply to Declarant while constructing a Structure on any Lot.

33. Garage Doors. Garage doors shall not be frequently or habitually left open.

34. Leases. In order to assure a community of congenial Owners and thus protect the value of Lots within the Development, the leasing of a Lot or any portion thereof, by any Owner (other than as provided herein for certain mortgages and Declarant) shall be subject to the provisions contained in this restriction so long as the Property is subject to the Restrictions.

35. Required Lease Provisions. All leases and lessees are subject to the provisions of the Declaration. No dwelling situated upon the Property shall be leased for transient or hotel purposes or in any event for a period less than three (3) months. The Owner must make available to the tenant a copy of this Declaration. Any leases of a Lot, or a portion thereof, shall be deemed to contain the provisions of this Restriction whether or not said provisions are expressly stated therein, and each Owner covenants and agrees that any lease of his Lot shall contain the language of said provisions, and further, that if such language is not expressly contained therein,

then such language shall be incorporated into the lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant as part of the lease along with the following provisions:

(a) In order to enforce those provisions made for the benefit of the Association, the Association may bring an action against Lessor and Lessee for recovery of damages or for injunctive relief, or may impose any other sanctions authorized by the Declaration as they may be amended from time to time, or which may be available at law or equity, including, but not limited to, all remedies available to a landlord upon breach or default of a lease agreement by a lessee. Failure by the Association to enforce any of its rights shall in no event be deemed a waived right to do so thereafter.

36. Additional Property. So long as Declarant owns at least one (1) Lot held primarily for sale, or has an unexpired option to add Additional Property to the Property, Declarant may amend this Declaration unilaterally to include additional property. Declarant shall have the option and right from time to time, without the necessity of consent by the Association, the Owners, to submit all or portions of the Additional Property to this Declaration and thereby to cause the Additional Property, or such portions thereof as may be submitted, to become part of Property.

37. Benefit. This Declaration and the Restrictions contained herein shall insure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner; (ii) the Association, (iii) each Owner, his legal representatives, heirs, successors and assigns, or (iv) the Homeowners Association.

(a) In the event of a violation or breach of any Restriction contained in this Declaration, the Association shall have the right to give written notice by certified mail to the Owner, setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the right of Abatement. If any assessment, interest, cost or charge required by this Declaration is not paid within sixty (60) days after such assessment is due or such charge is imposed, the Association shall have the right to notify any or all mortgages that have a security interest in the Owner's Lot or Lots that such Owner is in default in the performance of his obligations under these Restrictions, and of those actions taken or proposed to be taken by the Association as a result of the default.

(b) The Right of Abatement, as used in this restriction, means the right of the Declarant, the Homeowners Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such actions are carried out in accordance with the provisions of this restriction, and with the cost thereof, including the costs of collection and reasonable

attorneys' fees. Together with interest thereon at the lower of the highest rate permitted by law or 10% to be a binding personal obligation of such Owner enforceable in law, as well as lien on such Owner's Lot enforceable pursuant to the provisions hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt or other instrument, excepting only (i) such liens for taxes for other public charges as are applicable law made superior; (ii) the liens created by non payment of assessments hereof and (iii) any first mortgage on the Lot.

38. Insurance. Each Lot owner shall obtain, at his sole expense, fire and extended coverage insurance from an insurance carrier qualified to do business in the State of Tennessee, to the extent of the full replacement value, minus ordinary deductions, of all insurable improvements including contents within his dwelling, insuring against damage or destruction by fire or other hazard. The cost of such insurance shall be the sole responsibility of each owner.

In the event of damage, or destruction by fire or other casualty to any dwelling or other property which is required to be covered by insurance obtained by an individual owner, such owner shall as soon as practicable rebuild or repair the damages or destroyed portions of such property in a good workmanlike manner in conformance with the original plans and specifications for the same.

39. Utility Easement. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas water, sewerage, drainage, etc. and no structure of any kind shall be erected or maintained upon or over said easement.

40. Access. The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken by the same in an Easement Area.

41. Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefore, the Association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorneys' fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Notwithstanding the Association's right to charge a late fee in the event of the failure by an Owner or Owners to pay any assessment, monthly, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

41.01. Subordination of Lien to First Mortgages. The liens provided for in this Declaration shall be subordinate to the lien of a First Mortgage on any Lot, if and only if, all assessments, whether monthly, annual or special, with respect to such Lot having a due date on or prior to the date such Mortgage is recorded have been paid. In any event any such First Mortgagee (i.e. one who records a Mortgage on a Lot for which all assessments have been paid prior to recording) shall acquire title to any Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such Mortgagee acquiring title shall only be liable and obligated for assessments, whether monthly, annual or special, as shall accrue and become due and payable for said Lot subsequent to date of acquisition of such title. In the event of the acquisition of title to a Lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether monthly, annual or special, as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners as Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

41.02. Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owners hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Court House in Hamilton County, Tennessee to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Hamilton County, Tennessee are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the

entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen percent centum of the aggregate amount due for attorneys' fees, shall pay any excess to Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are cumulative to the remedies for collection of said indebtedness provided by law.

(c) Waiver. EACH OWNER BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY OF THE STATE OF TENNESSEE OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALEDULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PROPER JUDICIAL HEARING. ALL WAIVERS BY OWNERS IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

42. Amendment. These covenants may be amended unilaterally at any time and from time to time by developer: (i) If and to the extent such amendment is necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict herewith; (ii) If and to the extent such is necessary to tenable any reputable title insurance company to issue title insurance coverage with respect to any lot, or dwelling subject to these covenants; (iii) If and to the extent such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association for the Federal Home Loan Mortgage, to enable such lender or purchaser to make or purchase mortgage loans on the lot, or dwelling subject to these covenants; and/or (iv) If and to the extent such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private mortgage insurance company, to insure mortgage loans on the lots or dwellings subject to these covenants; provided, however, that any such amendments shall not materially and adversely affect the marketability of the title to any owner's lot or dwelling, unless any such owner so affected thereby shall consent thereto in writing. These covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the owners provide, however, such amendment by the owners shall not be effective unless also signed by the developer, if the developer is then the owner of any real property subject to these covenants. NO amendment to the provisions of these covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of the security deed encumbering any lot, unit or building effected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing the same has been filed for recording the office of the Register for Hamilton County, Tennessee. The written consent thereto of any security deed holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now

or hereafter subject to these covenants, by acceptance of a deed or other conveyance therefore, thereby agrees that these covenants may be amended as provided in this paragraph.

43. Singular, Etc. The singular, wherever used herein, shall be construed to mean the plural whenever applicable, and the necessary grammatical changes required to make the provisions hereof apply either to all persons, whether corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

44. Amendments. That for the purpose of property improvement, Declarants, for themselves, their heirs, and assigns, reserves the right to amend, rescind and make deviations on the Restrictive Covenants, or to grant variances from the same, where such deviations or variances would not materially affect the purposes sought hereby, in the Declarants discretion and opinion.

45. Declarant Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

46. Severability. In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, such action shall affect in no wise any of the other provisions, which shall remain in full force and effect, the owners hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

47. Duration. Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the said lots of land in said Subdivision; and all titles to, and estates therein, shall be subject thereto, and the same shall be binding upon each and every owner and occupant of the same for a period of twenty (20) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

48. Indemnity. It shall be lawful for Declarants, their heirs, assigns, or other person or persons owning any said lot in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and either to prevent him or them from so doing or to recover damages or other dues for such violations, furthermore any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof including court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF we have hereunto set our hand on this _____ day of _____, 2005.

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, _____ and _____
_____ being first duly sworn, made oath to be the persons described in and who
executed the foregoing instrument and acknowledged that they executed the same as their free
act and deed.

This _____ day of _____, 2005.

Notary Public

My Commission Expires: _____