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Hamilton County Tennessee

DECLARATION OF COVENANTS AND RESTRICTIONS FOR BARRINGTON POINTE

THIS DECLARATION made this 13th day of June, 2007 by MCCLURE CONSTRUCTION COMPANY, LLC, a Tennessee limited liability company (herein "Developer").

WITNESSETH:

WHEREAS, Developer, as owner of certain real property located in Hamilton County, Tennessee, as more particularly described in Exhibit "A" attached hereto (herein "Property"), desires to create thereon a development known as Barrington Pointe; and

WHEREAS, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

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WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as herein defined) and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Developer may cause, at Developer's sole discretion, to be incorporated under the laws of the State of Tennessee, BARRINGTON POINTE HOMEOWNERS' ASSOCIATION, INC., a Tennessee nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter;

NOW, THEREFORE, the Developer subjects the real property described in Article II, and such additions thereto as may hereafter be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof.

ARTICLE I
DEFINITIONS

The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01 Architectural Review Committee. "Architectural Review Committee" shall mean and refer to Developer.

1.02 Association. "Association" shall mean BARRINGTON POINTE HOMEOWNERS' ASSOCIATION, INC., a Tennessee nonprofit corporation.

1.03 Board of Directors or Board. "Board of Director" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.04 Bylaws. "Bylaws" shall mean the Bylaws of the Association, when the Developer, at his sole discretion, forms the Association.

1.05 Common Expense. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair or replacement of the Common Properties; (b) expenses agreed upon as Common Expenses by the Association; (c) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

1.06 Common Properties. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying Dwelling Units or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease. The Common Properties may include but not be limited to streets, street lights, entrance and street signs, medians in roadways, maintenance easement areas, and landscaping easement areas.

1.07 Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration.

1.08 Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for BARRINGTON POINTE and any Supplemental Declaration filed pursuant to the terms hereof.

1.09 Developer. "Developer" shall mean MCCLURE CONSTRUCTION COMPANY, LLC, its successors and assigns.

1.10 Dwelling Unit. "Dwelling Unit" shall mean any building situated upon the Properties designated and intended for use and occupancy by a single family or multi family units as Condominiums, Town Homes, or any other means of residence.

1.11 First Mortgage. "First Mortgage" shall mean a recorded Mortgage with priority over other Mortgages.

1.12 First Mortgagee. "First Mortgagee" shall mean a beneficiary, creditor or holder of a First Mortgage.

1.13 Lot or Lots. "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property, which is intended for use as a site for a single-family detached Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property, with the exception of the Common Properties.

1.14 Manager. "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

1.15 Member or Members. "Member" or "Members" shall mean any or all Owner or Owners.

1.16 Mortgage. "Mortgage" shall mean a deed of trust as well as a Mortgage.

1.17 Mortgagee. "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust, as well as a holder of a Mortgage.

1.18 Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot, situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the Mortgagee or holder of a deed of trust, its successors or assigns, unless and until such Mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the

event that there is recorded in the office of the Recorder, a long-term contract of sale covering any Lot within the Property, the Owner of such Lot shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property. The Developer may be an Owner.

1.19 Property. The "Property" shall mean and refer to the real property described in Section 2.01 hereof, and additions thereto, which is subjected to this Declaration or any supplemental declaration under the provisions hereof.

1.20 Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.21 Recorder. "Recorder" shall mean and refer to the Register of Deeds of Hamilton County, Tennessee.

1.22 Name. The name BARRINGTON POINTE being used for the purposes of the restrictions contained herein. If the name should change, these restrictions shall not be affected. The restrictions cover the property described in Exhibit "A."

ARTICLE II
PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON

2.01 Property. The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Hamilton County, Tennessee and more particularly described on Exhibit "A", attached hereto, and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained by or granted to the Developer or the Association for the purpose of erection and maintenance of streets, entrance signs or street lights, or landscaping and maintenance thereof, shall also be considered Property and subject to these Covenants. Every person who is or shall be a record Owner shall be deemed by the taking of such record title to agree to all the terms and provisions of this Declaration.

2.02 Association. The Developer may at its sole discretion cause the Association to be formed and incorporated under the laws of Tennessee for the purpose of carrying on one or more of the functions of a homeowners' association including, but not limited to, exercising all the powers and privileges and performing all the duties and obligations set forth in this Declaration. Every person who is an Owner is and shall be a Member of the Association, if said Association is formed, as more particularly set forth in the By-laws of the Association, which are to serve as the By-laws of the Association if Developer forms said Association.

2.03 Additions to Property. Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) Additions. The Developer, its successors, and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration additional properties in future stages of the Development beyond those described in Exhibit "A" so long as they are contiguous with then existing portions of the Development. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous. The additions authorized under this Section shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

The Supplementary Declaration may increase or decrease the minimum square foot requirements for a Dwelling Unit and contain such other complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modifications shall have no effect on the Property as described in Section 2.01 above.

(b) Other Additions. Upon approval in writing of the Association, when Developer forms the Association, pursuant to seventy-five percent (75%) of the vote of those present in person or by proxy at a duly called meeting, the Owner of any property (other than Developer) who desires to add it to the plan of these Covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modification shall have no effect on the Property described in Section 2.01 above.

(c) Separate Associations. For any additional property subjected to this Declaration pursuant to the provisions of this Section, there may be established by the Developer an additional association limited to the Owners and/or residents of such additional property in order to promote their social welfare, including their health, safety, education, culture, comfort, and convenience, to elect representatives on the Board of the Association, to receive from the Association a portion, as determined by the Board of Directors of the Association, of the annual assessments levied pursuant hereto and use such funds for its general purposes, and to make and enforce rules and regulations of supplementary covenants and restrictions, if any, applicable to such additional lands.

2.04 Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, in the alternative, the properties, rights and obligations may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration.

2.05 Common Properties and Improvements Thereon. The Developer will install initially the streets and one or more entrance signs to the Development. The streets and signs shall become part of the Common Properties if the Developer creates the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of the streets and signs. Alternatively, the Developer may transfer and convey the streets to Hamilton County and dedicate them as public streets. The Developer may also landscape the entrance areas (whether privately or publicly owned) and other areas where it may or may not have reserved an easement. These areas shall become Common Properties if the Association is formed, and the Association shall then become responsible for maintenance of the landscaped areas. Additionally, the Developer may install street lights and/or street signs which likewise will become Common Properties if the Association is formed. The Developer and the Association may add additional Common Properties from time to time as each entity sees fit. The Common Properties shall remain permanently as streets and open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. The Developer may reserve to himself or his designees the exclusive use of any other areas as storage areas or construction yards as may be reasonably required, convenient or incidental to the sale of Lots and/or the construction improvements on the Common Properties.

2.06 Addition of Condominium or Town Home Development.

(a) Developer retains the right to develop and improve a portion of the Property and to construct thereon a residential condominium or town home development. The condominium or town home development would be a neighborhood within and comprise a portion of the residential community development known as Barrington Pointe. The condominium or town home development would be governed pursuant to the terms of (1) this Declaration, (2) a Supplemental Declaration of Covenants and Restrictions or Master Deed which will be filed in the Register's Office of Hamilton County, Tennessee, (3) the Association, and (4) a separate association formed in the manner provided in Section 2.03(c).

It is provided, however, that to the extent any term, covenant or condition contained in the Declaration conflicts with the concept, design, and/or configuration of the condominium or town home development and the Supplemental Declaration of Covenants and Restrictions or Master Deed, or with any specific term or condition of the Supplemental Declaration of Covenants and Restrictions or Master Deed, the Supplemental Declaration of Covenants and Restrictions or Master Deed shall control with respect to the condominium or town home development to the extent necessary to permit the development of the condominiums or town homes in the manner contemplated therein.

(b) Notwithstanding the provisions of the preceding paragraphs, to accommodate the development of condominium or town home development, Developer sets forth the following provisions:

(1) Units/Lots – For purposes of the Declaration, each individual Unit/Lot within the condominium or town home development shall constitute a "Lot" within the meaning of the Declaration.

(2) Size Requirements/Setbacks – The minimum square footage requirements and building setback requirements contained in the Declaration shall not apply to the condominium or town home development.

(3) Architectural Review – The Architectural Review Committee created in Article IV, herein, shall operate separately from the Architectural Review Committee created for the condominium or town home development.

(4) Assessments – In addition to the levy of assessments for the development as a whole, the condominium or town home development may levy a separate assessment for the common areas and expenses exclusive to the condominium or town home development.

ARTICLE III
COVENANTS, USES AND RESTRICTIONS

3.01 Application. It is expressly stipulated that the Restrictive Covenants and conditions set forth in this Article III apply solely to the Property described in Exhibit "A", which Property is intended for use as single- family residential Lots only. These Restrictive Covenants and Conditions are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by the Developer. Specifically, the Developer, his heirs, successors or assigns, reserve the right to use or convey such other lots, tracts and parcels with different restrictions.

3.02 Residential Use.

A. All of the Lots in the Development shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants and Restrictions and in supplements hereto, or except as provided for in a deed of conveyance from the Developer.

B. "Residential," refers to a mode of occupancy, as used in contradistinction to "business" or "commercial" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as to buildings constructed thereon.

C. No Lot may be used as a means of service to business establishments or adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless specifically consented to by Developer or the Board in writing.

3.03 No Multi-Family Residences, Business, Trucks. No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family Dwelling Unit at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor shall any Lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Lots. Nothing contained herein shall prohibit the Developer or the Association from permitting, maintaining, or operating concessions or vending machines on the Common Properties.

3.04 Minimum Square Footage. No single-family detached Dwelling Unit shall be erected or permitted to remain in the Property unless it has the number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, carports, garages or basements, set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches,

garages, and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer or the Architectural Review Committee shall be final. The minimum number of square feet required may vary from phase to phase. The minimum number of square feet for each phase shall be set forth on the recorded plat for each phase. The minimum number of square feet required in each phase is as follows:

(I) A single-level home shall contain not less than 2,450 square feet of heated floor space on the main level, and shall also contain a main level two car garage; and

(II) A story and a half level home shall contain not less than 2,150 square feet of heated floor space on the main level, and shall also contain a main level two car garage; and the upper level shall not contain less than 300 square feet of heated floor space, to make a minimum of 2,450 square feet of heated floor space; and

(III) A two-level home shall contain not less than 3,600 square feet of heated floor space. The main level shall contain not less than 1,800 square feet of heated floor space, and the main level shall also contain a two-car garage. The upper level shall not contain less than 1,800 square feet of heated floor space.

3.05 Set-backs. No building shall be erected on any Lot nearer than the Architectural Review Committee may, in its discretion, establish for each Lot, which may not be consistent from Lot to Lot. For the purposes of this covenant, steps and open porches shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on the Lot to encroach upon another Lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto; provided, however, that for good cause shown, an Owner may petition the Developer or the Architectural Review Committee for a variance from such set-back requirements. If the Developer or the Architectural Review Committee grants such petition, the Developer or the Association will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations. Set back must be 25 foot from the utility easement on the front property line with a total of 35 feet from the curve on the front property line to the closet point of the house. Rear set back to be 25 feet minimum to the closet structure. Side set back is 10 feet.

3.06 Rearrangement of Lot Lines. Not more than one Dwelling Unit shall be erected or maintained on any one Lot. With the written approval of the Developer or the Board, contiguous Lots may be combined if the Lots have the same Owner, for the purpose of erecting an approved Dwelling Unit thereon, however, the assessments provided for herein will continue to be based upon the number of original Lots purchased. Except as provided in Section 3.40, Lots may not be resubdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the subdivision plat.

3.07 Temporary Structures. No part of any Lot shall be used for residential purposes until a completed Dwelling Unit, conforming fully to the provisions of these Restrictive Covenants, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot except during the period of construction. No house may be moved from another location to any Lot in this Development.

Neither the foregoing nor any other section of this Declaration shall prevent the Developer or any builder approved by the Developer from constructing a house for use as a model home that may contain office-type furniture and be used for conducting the business of either selling that house or other houses within the Development, nor shall the foregoing or any other section of this Declaration prevent the Developer from designating a Lot or Lots from time to time for the temporary placement of a trailer or other suitable structure for use as an office and/or sales center by the Developer and/or approved builders at the sole discretion of the Developer.

3.08 Rainwater Drainage. All side and rear property lines are dedicated drainage easements and may be used for drainage. Each Lot must be graded so as not to obstruct these easements. All drainage should be directed to these easements, and these easements must be graded so water flows to the street or to an adjoining drainage easement.

3.09 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 easements.

3.10 Frontal Appearance. All Dwelling Units shall have conventional and acceptable frontal appearance from the main street fronting said Lots, which appearance shall be subject to the approval of the Developer or Architectural Review Committee, as provided in Article 4.

3.11 Building Requirements. All buildings or structures of any kind constructed on any Lot shall have full masonry foundations and chimneys, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. At lease three quarters (3/4) of the front of the Dwelling Unit, excluding the foundation, must be brick. The remaining one quarter (1/4) of the front of the Dwelling Unit may be vinyl shakes; however, no straight vinyl is permitted on the remaining one quarter (1/4) of the front of the Dwelling Unit. The Developer or the Architectural Review Committee must approve any other materials in writing. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, or stone to complement the house. Gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer or the Architectural Review Committee may make exceptions as to the placement of such roof stacks and plumbing vents. Any swimming pool must be approved by the Developer or Architectural Committee prior to the commencement of the construction. Above ground level pools are not permitted. The remaining one quarter (1/4) on front can be vinyl shakes. No straight vinyl is permitted on the front (shake only).

3.12 Fences. No fences will be allowed on any Lot without the prior written consent of the Developer or the Architectural Review Committee. Wire or chain link fences are prohibited. All wood fences must be painted. All proposed fences must be submitted to the Developer or the Architectural Review Committee showing materials, design, height and location. The Developer or the Architectural Review Committee must give written approval of the materials, design, height and location, which approval may be withheld at Developer's or Architectural Review Committee's sole discretion. All fences must be located at lease fifty (50) feet from all ponds and lakes.

3.13 Driveways. Each Dwelling Unit constructed upon a Lot must be served by a driveway constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers. Nevertheless, no driveway shall be constructed on any Lot nearer than one (1) foot to any Lot line. All other hard surface materials must be approved by the Developer or the Architectural Review Committee. Where a Lot borders on more than one street, the Lot shall be entered from the secondary street. It shall be obligatory upon all owners of Lots in this subdivision to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefore, as set forth on the recorded subdivision plat, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of Hamilton County, Tennessee.

3.14 Curbs. No permanent cuts may be made in the curbs for any purpose other than driveways. Curb cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledge hammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street. Damaged curbs shall be replaced by the Owner of the adjoining Lot unless the damage is caused by another who causes the damage to be corrected. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county or state regulation, ordinance or law.

3.15 Signs. One sign offering the Lot and/or Dwelling Unit for sale and one sign reflecting the name of the builder may be placed upon a Lot. Such sign must be in form approved by the Developer or Architectural Review Committee. No other signs shall be erected or maintained on any Lot, except in accordance with approved standards for signs as set by the Developer or the Architectural Review Committee.

3.16 Service Area.. Each Dwelling Unit shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials, colors or landscaping that are harmonious with the home it serves.

3.17 Garages. Each Dwelling Unit shall have at least a double-car garage constructed at the same time as the Dwelling Unit. Detached garages will be allowed only with written approval from the Developer or the Architectural Review Committee. No carports will be permitted. The inside walls of garages must be finished and painted. Garage doors may not be allowed to stand open.

3.18 Landscaping. A landscape plan shall accompany every new home application submitted to the Developer or the Architectural Review Committee for approval. If a Dwelling Unit has a rear exterior which faces Common Property, another Lot or street, the Developer may require the placement of up to two (2) inch, three (3) inch, or four (4) inch caliper trees in the rear of the Lot to provide cover for the Dwelling Unit. Landscaping in accordance with the approved landscape plan must be completed within 30 days after completion of the house. Shrubbery plantings adjacent to roadways and sidewalks shall not impede the vision of vehicle operators.

3.19 Windows. Materials to be used in windows and glass doors must be approved by the Developer or the Architectural Review Committee. All windows on the front of a

Dwelling Unit must have a muntin pattern. Screens visible from the street are permitted on windows. Metal windows are not permitted. Aluminum awnings are not permitted. Clad and Vinyl windows are approved and can be installed in homes.

3.20 Animals. No poultry, 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. The pet owners shall also 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". In addition, no dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets which constitute a nuisance to the other residents in the development shall be allowed or maintained on any lot.

3.21 Zoning. Whether expressly stated so or not in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.22 Unsightly Conditions. All of the Lots in the Development must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the vent that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the Owner two hundred and fifty percent (250%) of the cost of such work. All Owners in the Development are requested to keep cars, trucks and delivery trucks off the curbs of the streets. Existing homes must be maintained in good repair, including being painted when necessary. Plant beds must be kept weed free. **During construction of a Dwelling Unit, or any other improvement, upon a Lot, silt/safety fences must be installed along all lot lines, and applicable Lots are also subject to the provisions of Article 3.54.**

3.23 Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development.

3.24 No Detached Buildings. There shall be no detached garages, outbuildings or servants quarters, without the prior written consent of the Developer or the Architectural Review Committee.

3.25 Sewage Disposal. Before any Dwelling Unit on a Lot shall be occupied, a connection with the municipal sewer system meeting applicable municipal codes shall be made. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or septic system without written approval from the Developer or the Board.

3.26 Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer or the Board, or their respective agents, may enter upon any Lot on which a Dwelling Unit has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer or

the Board detracts from the overall beauty, setting and safety of the Property or Lots. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Developer and its agents or the Board and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The provisions of this section shall not be construed as an obligation on the part of the Developer and its agents or the Board and its agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services. Expenses incurred for any of the foregoing shall be chargeable to and recoverable from the Owner of the Lot upon which such work is done.

3.27 Tree Removal. No live trees or shrubs having a diameter greater than six (6) inches shall be removed prior to obtaining approval of the Developer or the Architectural Review Committee. Any Owner who, without having obtained approval from the Developer or Architectural Review Committee, cuts down or who allows to be cut down any tree having a diameter of six (6) inches or greater shall be liable to the Association for liquidated damages in the amount of One Thousand and No/100 Dollars ($1,000.00) for each tree so cut. The majority of the trees may not be removed from any Lot except in the area of the Lot upon which the house and driveway are to be constructed. Except for view enhancement, excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the Development.

3.28 Tanks and Garbage Receptacles, Tree Houses and Swings. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Dwelling Unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining Lots, houses, or from any street. No tree houses may be built or maintained on the Lot, and no swingsets, other than wooden swingsets, will be permitted to be installed on a Lot, the location of which must be approved by the Developer or the Architectural Review Committee.

3.29 Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Developer or the Architectural Review Committee.

3.30 No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling Unit or other structure on the Property or any Lot within the Development without the prior written consent of the Developer or the Architectural Review Committee; 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 or radio signals upon any other of 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 nor prohibit Developer or the Architectural Review Committee from approving the installation of a satellite dish no more than eighteen (18) inches in diameter at a approved location on the Lot.

3.31 Excavation. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Developer or the Architectural Review Committee is obtained.

3.32 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 or porches shall be offensive, obnoxious activity constituting a nuisance.

3.33 Laundry. No Owner, guest, or tenant, shall hand laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings. This provision may, however, be temporarily waived by the Developer or the Board during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

3.34 Mailboxes. The Developer will select a mailbox for use by all Homeowners, and each Lot must install such mailbox for use by the Homeowner.

3.35 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner and Developer (with respect to improved Property owned by Developer) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variations and waivers of this provision may be made only upon Developer or the Board establishing that the overall purpose of these Restrictive Covenants would be best effected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer or the Board shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

3.36 Vehicle Parking. Cars owned by Lot Owners shall not be parked on the street, but shall be parked only in the Owner's garage or driveway. No inoperable vehicle, tractor, or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the premises. Recreational vehicles, vacation trailers, campers and boats must be stored and hidden from view within the garage. Such vehicles may not be stored anywhere else on the Lot without written permission from the Developer and the decision of approval will be based upon the location of the lot and its visability to the road. When the initial construction of a Dwelling Unit is taking place upon any Lot parking shall only be permitted upon the street.

3.37 Maintenance. Each Lot Owner shall, at all times, maintain all structures located on such Lot, including driveways and permitted fences, in good repair which shall include exterior painting as needed, and each Lot Owner shall keep all vegetation and landscaping in good and presentable condition.

3.38 Approved Builders. Only builders that have been approved by the Developer shall be permitted to construct Dwelling Units in the Development. The Developer shall maintain a list of approved builders which list shall be made available to Lot Owners and prospective purchasers. The Developer may from time to time, at the request of a Lot Owner or in its discretion add builders to the approved list of builders and the Developer may remove approved builders from the list. An owner shall be permitted to contract with a particular builder for construction of a Dwelling Unit only if that builder is on the approved builders list or is subsequently approved by Developer.

3.39 Occupancy Before Completion. Except with the written consent of the Association based on adequate assurance of prompt completion of a Dwelling Unit, an owner shall not occupy a Dwelling Unit until the Dwelling Unit and seasonal landscaping conforming

fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any Dwelling Unit or other structure are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed at the earlier of twelve (12) months after commencement of construction or thirty (30) days after completion of the Dwelling Unit. The Owner of any Lot violating either of these provisions shall be liable to the Association for liquidated damages at the rate of Fifty and No/100 Dollars ($50.00) per day the violations occur, and to payment of such court costs and attorney's fees as may be incurred in the enforcement of these provisions. In the event construction does not progress continuously, the liquidated damages shall commence ten (10) days after notice from the Developer or the Architectural Review Committee if construction is not resumed within said ten (10) days.

3.40 Developer Reserves Right. Notwithstanding any other provisions herein to the contrary, the Developer reserves unto itself, its successors and assigns, the following rights, privileges and powers: to subdivide Lots, to combine Lots or parts of Lots, to rearrange boundaries of Lots, to cause any part of any Lot to become a part of the Common Properties, and to cause portions of Common Property Lots to become a part of any of the Lots bordering them, provided that not more than 5,000 square feet of any one given Common Property Lot may be added to any one given Lot bordering it, and provided that not more than 5,000 total square feet of any one given Common Property Lot may be added to the Lots bordering it.

3.41 Lawn Care. All unimproved Lots (except those owned by the Developer) and all improved Lots must be kept fully seeded with grass (except where other provisions hereof require sodding) and regularly fertilized, cut and weeded. If the Owner of a Lot fails to keep the Lot fully seeded with grass (except where other provisions hereof require sodding) and regularly fertilized, cut and weeded, the Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the Owner two hundred and fifty percent (250%) of the cost of such work.

3.42 Roofs. Roof pitches must be a minimum of 10/12, unless otherwise approved by the Developer or the Architectural Review Committee.

3.43 Fireplaces. Section intentionally deleted.

3.44 Chimneys. Chimneys must be constructed of brick, stone or stone on the front and sides of the home. On the back of the home, chimneys may have siding. Chimneys, on the exterior, must have a foundation.

3.45 Adjoining Lot Damage. Any damage done to any adjacent or adjoining Lot or by a contractor employed to build improvements on any Lot will be repaired immediately at the expense of the Owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the Owner or contractor during the time of construction. All construction debris shall be removed weekly and the street must be kept clean during construction.

3.46 Material Quality. Only good quality materials and design will be accepted on any structure built on any Lot. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer or stone. No masonry stucco will be allowed, unless in writing by the developer. Other materials must be accepted in writing by the Developer or the Architectural Review Committee.

3.47 Air Conditioning and Heating Units. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.

3.48 Sidewalks. It is the obligation of each Lot Owner subsequent to Developer to install a sidewalk along the lines of the Lot which front a road in accordance with Developer or Architectural Review Committee specifications by the time the Dwelling Unit is completed. Sidewalks are to be 42" in width.

3.49 Sodding. Prior to occupancy of a Dwelling Unit, the front yard of the Lot must be sodded. For corner lots, the Developer or Architectural Review Committee will dictate approve which areas are to be sodded on a lot-by-lot basis. The Developer or the Architectural Review Committee may approve prior occupancy if weather conditions prohibit sodding. Sod is to go down the sides of the house to rear of home. Sod is to go to property line on side of house unless Developer or Association gives written permission to deviate.

3.50 Exterior Siding. The Developer or the Architectural Review Committee must approve all exterior siding in writing. All wood, masonite, or vinyl siding must have exposed laps six (6) inches. Dwelling Units using masonite siding on all exterior sides must be true lap siding and not artificial laps. Aluminum siding is prohibited.

3.51 No Waterway Use. No boat of any kind shall be permitted upon, nor shall any swimming be permitted in any pond or on the Common Properties. No garbage, trash, or other refuse shall be dumped into any pond or on the Common Properties. Owners will be assessed a $500.00 fine for each violation of this provision in addition to assessments for the cost of removal.

3.52 Docks and Lake/Pond Use Regulations. No dock shall be constructed upon the shoreline (edge) of any pond or lake. Only Owners of Lots containing a portion of a lake or pond may fish in said lake or pond, but the Owner must remain on his/her/their own Lot. There is no walking or trail easement along the shoreline/edge of any lake or pond. All Owners (and their invitees) must remain on their own Lot.

3.53 Renting or Leasing. No Dwelling Unit may be rented or leased provided, however, a Dwelling Unit may be rented or leased for a period of up to six (6) months during any twenty-four (24) month period in order to facilitate the sale of the Dwelling Unit.

3.54 Silt Fence. Prior to and during the construction of a Dwelling Unit, or any other improvement, upon a Lot, and prior to any disturbance of a Lot with any equipment for the movement of dirt or any type of excavation, the Owner shall install a silt fence(s) to prevent any and all debris from being deposited onto other Lots, streets, and lakes/ponds. In addition, for those Lots that contain a portion of pond or lake, the silt fence on the rear portion of the Lot shall be installed so that the ends of the silt fence shall touch the side boundaries of the Lot at a distance of one hundred (100) feet from the edge of the pond or lake. From the side lot lines the silt fence shall then approach the center of the Lot at an angle so that when the silt fence is fully installed the angled sides of the silt fence are the same length as the bottom (straight across/horizontal) portion of the silt fence, so that the silt fence shall be set up as follows: __/. Just beyond the silt fence, the Owner shall then dig a trench of sufficient depth to trap any and all debris that may pass underneath the silt fence.

3.55 Construction Waste. During the period of construction of a Dwelling Unit, or any other improvement, upon a Lot, the Owner shall have on site a container or dumpster to contain any and all applicable construction debris.

3.56 Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of these Restrictive Covenants, the Developer, its successors or assigns, or the Association, its successors or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which provisions of these Restrictive Covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer, its successors or assigns or the Board. Further, the Developer or the Board may grant variances of the restrictions set forth in these Restrictive Covenants if such variances do not, in the sole discretion of the Developer or the Board, adversely affect the purposes sought to be obtained hereby.

By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive Covenants by any person other than itself.

3.57 Violations and Enforcement During Initial Construction of a Home. During the construction of a home upon a lot and prior to the initial sale of said home, in addition to the provisions contained in Section 3.56 above and in the situations set forth in this section, Developer shall have the right to purchase a Lot and the improvements upon the Lot from an Owner/builder for a violation of one or more of the provisions of these Restrictive Covenants and/or for the fact that the Owner/builder is not offering the home to the public at a reasonable market value. If Developer observes a violation of any one or more of the provisions of these Restrictive Covenants and/or observes that the Owner/builder is not offering the home to the public at a price commensurate with like homes in Barrington Pointe, Developer, at Developer's discretion, shall give Owner/builder written notice of any violation(s) via certified mail or in person. Owner/builder shall have Thirty (30) days from the receipt of said notice to remedy the violation(s). If the violation(s) is not remedied by the end of the thirtieth (30^{th}) day, Developer shall pay Owner/builder the purchase price of the Lot and the cost of labor and materials as of date, and the Owner/builder shall deed the Lot to the Developer. Upon completion of the home upon the Lot (and the filing of a Notice of Completion with the Register of Deeds of Hamilton County, Tennessee), and the sale of the Lot to a good faith, third party purchaser for value who intends to occupy the property as a primary residence, the rights of Developer set forth in this section shall cease.

ARTICLE IV
ARCHITECTURAL CONTROL

4.01 Architectural and Design Review.

A. In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the development, and to promote and protect the value of the Property, the Developer or the Board shall create a body of rules and regulations (the "Rules and Regulations") covering details of Dwelling Units, which shall be available for all Owners or prospective Owners of Lots.

B. The Developer shall have sole architectural and design reviewing authority for the Development until the Developer has sold all Lots. However, the Developer may, in its discretion, transfer architectural and design review authority to the Board when the Developer transfers governing authority to the Board in accordance with the Bylaws; provided, however, that prior to calling the meeting of the Association to elect a Board to succeed the Developer as provided in the Bylaws, the Developer may execute and record in the office of the Recorder a document stating that the Developer reserves unto itself, its successors or assigns, the architectural and design reviewing authority provided in this Article, and stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed the Developer. Thereafter, the Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute and record in the office of the Recorder a document assigning these rights to the Board. Upon such occurrence, the Board shall establish an Architectural Review Committee as soon as is practicable. When such Committee has been established, the Developer shall transfer reviewing authority to it. Nevertheless, the Developer shall still retain the right to overrule any decisions made by the Association or Board or the successors of the Developer.

C. No Dwelling Unit, other building, structure, fences, exterior lighting, walls, swimming pools, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered and no trees or shrubs shall be cut or removed and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such Dwelling Unit, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer or the Architectural Review Committee for its written approval at least thirty (30) days prior to the proposed date of construction. Two copies of each set of plans must be submitted. The Developer or the Architectural Review Committee reserves the right to make any changes and/or modifications to any plan or plans prior to giving its written approval. After all changes and modifications have been noted on both copies of the submitted sets of plans, the Developer or the Architectural Review Committee will give its written approval by signing both sets of submitted plans. The Developer or the Architectural Review Committee will retain one set of approved plans, and the other set shall be used by the Approved Builder to construct the Dwelling Unit and other improvements, install the landscaping, etc. As to the landscape plan, the Developer or Architectural Review Committee reserves the right to require the Approved Builder to add additional landscaping (plants, shrubs, etc.) if, at the time of the completion of the initial installation of the landscaping by the Owner or Approved Builder, it is the opinion of the Developer or Architectural Review Committee that the initial landscaping plan was not sufficient. The Developer or Architectural Review Committee shall retain copies of all of the above plans until all of the work described in the said plans is complete. If any amendments and/or changes to said plans are made during the course of constructions, said amendments and/or changes shall be subject to the same approval process described hereinabove. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architectural Review Committee shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence. The Developer or the Architectural Review Committee shall give written approval or disapproval of the plans within 30 days of submission. However, if written approval or disapproval is not given within 30 days of submission, the plans shall be deemed to have been approved. Developer or the Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architectural Review Committee. In the event of the completion of any Dwelling Unit on any Lot, without any proceedings having been instituted in the courts of Hamilton County, Tennessee to enjoin the construction thereof, the said Dwelling Unit shall be conclusively presumed to have had such approval.

D. The Developer or Architectural Review Board shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Developer or Architectural Review Committee.

E. Architectural and landscape design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

4.02 Approval Standards. Approval of any proposed building plan, location, specifications or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the applicable Restrictive Covenants and Conditions of this Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Developer or the Architectural Review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each owner shall be individually responsible for the technical aspect of the plans and specifications.

4.03 Licensing. All contractors, landscape architects and others performing work on any Lot must be licensed as may be required by the State of Tennessee or any other governmental authority having jurisdiction in order to construct a residence on a Lot or perform services for an Owner.

ARTICLE V
ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Developer or Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Developer or Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Developer (as set forth in Article 5.03) or Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that an Owner combines two or more Lots into a single Lot, the assessments will continue to be based upon the number of original Lots purchased. In the event an Owner combines three or more Lots into two or more Lots, the assessments will continue to be based upon the number of original Lots, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owner based upon the square footage owned by each Owner.

5.02 Purpose of Annual Assessments. The annual assessments levied by the Developer or Association shall be used exclusively to provide services to the Owners, promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties.

5.03 Amount of Annual Assessment. Until the transfer of governing authority from the Developer to the Board takes place as described in the Bylaws, the amount of the annual assessment shall be Three-hundred and 00/100 per year ($300) per Lot which does not contain any portion of a lake or pond and Four-hundred and 00/100 per year ($400) per Lot which contains any portion of a lake or pond, and can increase by the Developer at such amount as the Developer, in its sole discretion, deems appropriate to promote the recreation, health, safety and

welfare of its Members. Subject to the provisions of Article 5.07, the annual assessment shall be due and payable on January 1 of each calendar year and shall be prorated for those Owners who do not close on the initial purchase of their Lot on January 1. The annual assessment shall be deemed late if not received by January 30th (or within 30 days of the initial purchase of a Lot from Developer). There shall be a $25.00 late fee imposed on all annual assessments that are late. In addition, for each month thereafter and until the payment of the annual assessment, there shall be imposed a monthly penalty equal to 20% of the annual assessment for each month the annual assessment remains unpaid. Thereafter, the amount of the annual assessments shall be set by the Board unless seventy-five percent (75%) of the Members who are in attendance or represented by proxy at the annual or any special meeting of the Association vote to increase or decrease the said annual assessment set by the Board. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

5.04 Special Assessments for Improvements and Additions. In addition to the annual assessments, the Developer or Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties. However, if the Association is created, any such assessment shall have the assent of sixty-six and two-thirds percent (66 2/3%) of the vote of the Members who are in attendance or represented at a duly called meeting of the Association, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

5.05 Property Subject to Assessment. Only land within the Property, which has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments.

5.06 Exempt Property. No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Lot in any other way. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

(a) The grantee of a utility easement.

(b) All properties dedicated and accepted by a local public authority and devoted to public use.

(c) All Common Properties as defined in Article I hereof.

(d) All properties exempted from taxation by the laws of the State of Tennessee upon the terms and to the extent of such legal exemptions. This exemption shall not include special exemptions, now in force or enacted hereinafter, based upon age, sex, income levels or similar classification of the Owners.

5.07 Collection of Annual Assessments.

A. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement. The Developer shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments. Approved Builders, as defined in Article 3.38, who purchase a Lot for the purpose of constructing and selling a Dwelling Unit

are exempt from the annual assessments. However, at the time of sale or transfer of the Lot to a third party purchaser, the prorated annual assessment shall be due and payable by the new Owner (third party purchaser). At least seven (7) days prior to the sale of a Lot containing a Dwelling Unit from an Approved Builder to a new Owner, the Approved Builder must notify (in person, by phone, or in writing) the Developer or the Association of the date, time and location (and phone number of the closing location) of the proposed sale. At the closing of the sale, the person or entity handling the closing of the sale shall collect the prorated annual assessment from the new Owner (purchaser) and deliver it to the Developer or Association.

B. The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first year shall become due and payable the first day of January of said year.

C. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5.08 Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefore, the Developer or 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 attorney's fees, which may be incurred by the Developer or Association in enforcing the lien upon said Lot. The lien shall be come effective on a Lot immediately upon the closing of that Lot. The lien granted to the Developer or Association may be foreclosed as other liens are foreclosed in the State of Tennessee. **Failure by the Owner or Owners to pay any assessment, annual or special, ground fee, on or before the due dates set by the Developer or Association for such payment shall constitute a default, and this lien may be foreclosed by the Developer or Association.**

5.09 Lease, Sale or Mortgage of Lot. Whenever any Lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or Mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Developer or Association, upon written request of the Owner of such Lot, shall furnish to the proposed lessee, purchaser or Mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Developer or Association by the Owner of such Lot, and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and the Developer or Association under this Declaration. Such statement shall be executed by the Developer or any officer of the Association, and any lessee, purchaser or Mortgagee may rely upon such statement in concluding the proposed lease, purchase or Mortgage transaction, and the Developer or Association shall be bound by such statement.

In the event that a Lot is to be leased, sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then the rent, proceeds of such purchase or mortgage shall be applied by the lessee, purchaser or Mortgagee first to payment of any then delinquent assessment or installments thereof due to the Developer or Association before payment of any rent, proceeds of purchase or Mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior

to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefore.

5.10 Additional Assessment for Lots Containing a Portion of a Lake or Pond. As set forth in Article 5.03, above, those Owners of Lots which contain a portion of a lake or pond are subject to an annual assessment that is $100.00 greater than the annual assessment charged to other Owners. The Developer or Association shall set aside this additional $100.00 per year to pay for the care, maintenance, repair, replacement, and/or improvement of the lakes and ponds, and associated appurtenances (including, but not limited to, pumps, pipes, etc.). Although the Developer or Association shall collect this additional assessment, **the lakes and ponds are not part of the Common Properties.** If a lake, pond, pump, etc. requires care, maintenance, repair, replacement, and/or improvement, the initial funds available for said pond/lake and/or appurtenance shall be those funds collected from those Owners who own a portion of the affected pond/lake or appurtenance. If an Owner(s) of a portion of a lake or pond shall desire care, maintenance, repair, replacement, and/or improvement of said pond or appurtenance, said Owner shall request said care, maintenance, repair, replacement, and/or improvement in writing to the other Owners who own Lots which contain a portion of the said pond or lake or are affected by the affected pond appurtenance. With a majority rule, the Owners of the affected Lots shall vote on the requested care, maintenance, repair, replacement, and/or improvement of said pond or appurtenance. Upon a vote for care, maintenance, repair, replacement, and/or improvement of said pond or appurtenance, the Owners shall then request the necessary funds from the Developer or Association to carry out the approved care, maintenance, repair, replacement, and/or improvement of said pond or appurtenance. If the funds being held by Developer or Association are insufficient to carry out said care, maintenance, repair, replacement, and/or improvement of said pond or appurtenance, the affected Owners shall contribute the remaining necessary funds on in equal shares. As the Association shall not be responsible for the care, maintenance, repair, replacement, and/or improvement of any lakes, pond or their appurtenances, those Owners who own a portion of a lake or pond are responsible for maintaining their own sufficient liability insurance. The Association shall not be liable for any causes of action caused by the existence or condition of any lake or pond. In addition, if Developer does not own any Lot containing a portion of a certain lake or pond, then Developer shall not be liable for any causes of action caused by the existence or condition of said lake or pond.

ARTICLE VI
REGISTER OF OWNERS AND SUBORDINATION OF LIENS TO MORTGAGES

6.01 Register of Owners and Mortgages. The Developer or Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Developer or Association in writing of his interest in such Lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Owner shall at all times notify the Developer or Association of any Mortgage and the name of the Mortgagee on any Lot, and the recording information which shall be pertinent to identify the Mortgage and Mortgagee. The Mortgagee may, if it so desires, notify the Developer or Association of the existence of any Mortgage held by it, and upon receipt of such notice, the Developer or Association shall register in his/its records all pertinent information pertaining to the same. The Developer or Association may rely on such register for the purpose of determining the Owners of Lots and holders of Mortgages.

6.02 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 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 the 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 annual or special, and the costs of proceedings and attorney's fees as shall accrue and become due and payable for said Lot subsequent to date of acquisition of such title. In the event of acquisition of title to a Lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, and the costs of proceedings and attorney's fees as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners as part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments or costs of proceedings and attorney's fees from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

ARTICLE VII
OWNER COMPLAINTS

7.01 Scope. The procedures set forth in this Article for Owner Complaints shall apply to all complaints regarding the use or enjoyment of the Property or any portion thereof or regarding any matter within the control or jurisdiction of the Developer or Association, including, without limitation, decisions of the Developer or Association or of the Board of Directors of the Association.

7.02 Grievance Committee. Once the Association has been created, there shall be established by the Board, a Grievance Committee to receive and consider all Owner complaints. The Grievance Committee shall be composed of the President of the Association and two other Owners appointed by and serving at the pleasure of the Board of Directors, or the Manager may be appointed by the Board to function as the Grievance Committee. Until such time, the Developer shall serve as the Grievance Committee.

7.03 Form of Complaint. All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the Developer or President of the Association and sent in the manner provided in Section 10.03 for sending notices.

7.04 Consideration by the Grievance Committee. Within twenty (20) days of receipt of a complaint, the Grievance Committee shall consider the merits of the same and notify the complainant in writing of his/its decision and the reasons therefore. Within ten (10) days after notice of the decision, the complainant may proceed under Section 7.05; but if complainant does not, the decision shall be final and binding upon the complainant.

7.05 Hearing Before the Grievance Committee. Within Ten (10) days after notice of the decision of the Grievance Committee, the complainant may, in a writing addressed to the Developer or President of the Association, request a hearing be fore the Grievance Committee. Such hearing shall be held within twenty (20) days of receipt of complainant's request. The complainant, at his expense, and the Grievance Committee, at the expense of the

Developer or Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before the Developer or at least two members of the Grievance Committee and may be adjourned from time to time as the Developer or Grievance Committee in its discretion deems necessary or advisable. The Developer or Grievance Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefore within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in Section 7.07, the decision shall be final and binding upon the complainant.

7.06 Questions of Law. Legal counsel for the Developer or Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

7.07 Questions of Fact; Arbitration. If there shall be any dispute as to any material fact, either the Grievance Committee or the Complainant may, at their option, within ten (10) days after notice of the decision as provided for in Section 7.05, submit the same to arbitration in accordance with the provisions for arbitration adopted by the American Arbitration Association by filing with the other party a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and the Grievance Committee. In the event of arbitration, each party shall bear one-half of the expense thereof.

7.08 Exclusive Remedy. The remedy for Owner complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the Developer, Grievance Committee, the Association, the Board of Directors or any member of same in his capacity as such member without first complying with the procedures for complaints herein established.

7.09 Expenses. All expenses incurred by complainant, including, without limitation, attorneys' fees and arbitration expenses and the like, shall be the sole responsibility of the complainant. All expenses of the Grievance Committee incident to such complaint shall be deemed a Common Expense of the Association.

ARTICLE VIII
REMEDIES ON DEFAULT

8.01 Scope. Each Owner shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, servants, guests, occupants, invitees or agents.

8.02 Grounds for and Form of Relief. Failure to comply with any of the Covenants of this Declaration, the Bylaws, or the Rules and Regulations promulgated by the Developer or Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Developer or the Association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with interest as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Developer or the Association or, if appropriate and not in conflict with the provisions of this Declaration or the Bylaws, by and aggrieved Owner.

8.03 Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the

relief provided for in Section 8.02 be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court. However, in no event shall the Owner be entitled to such attorneys' fees. The Developer or Association is hereby granted a lien upon each Lot and the improvements thereon for payment of such costs and fees. The lien shall be come effective upon the initiation of any such proceedings and may be foreclosed as other liens are foreclosed in Tennessee. These liens are also formed as fault of non-payment of ground fees or annual assessments.

8.04 Waiver. The failure of the Developer, the Association or an Owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the Developer or Association of any part payment of an assessment shall not constitute a waiver to enforce such Covenant(s) in the future.

8.05 Election of Remedies. All rights, remedies and privileges granted to the Developer, the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to any such party at law or in equity.

ARTICLE IX
EMINENT DOMAIN

9.01 Board's Authority. If all or any part of the Common Properties (excluding personalty) is taken or threatened to be taken by Eminent Domain, the Board or the Developer is authorized and directed to proceed as follows:

A. To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including, but not limited to (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties.

B. To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.

C. To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.

9.02 Notice to Owners and Mortgagees. Each Owner and First Mortgagee on the records of the Developer or Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Developer or the Board, and the institution of legal proceedings, and they shall be given

reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's or Mortgagee's own expense.

9.03 Reimbursement of Expenses. The Developer and/or Board shall be reimbursed for all attorneys', engineers', architects', and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, received, such expenses shall be deemed a Common Expense.

ARTICLE X
GENERAL PROVISIONS

10.01 Duration. The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, the Developer or Owner, their respective legal representatives, heirs, successors and assigns, in perpetuity, unless amended or terminated as provided herein.

10.02 Amendments. This Declaration may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the governing authority for the Development is transferred from the Developer to the Board in accordance with the Bylaws. Thereafter, this Declaration may be amended in accordance with the following procedure:

A. An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at any annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment that would adversely affect Mortgagees rights shall also be sent to each Mortgagee listed upon the register of the Association.

B. At any such meeting of the members of the Association, the amendment must be approved by an affirmative seventy-five percent (75%) vote of those Owners who are in attendance or represented at the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws. Any amendment which adversely affects the rights of the Mortgagees must be approved by an affirmative seventy-five percent (75%) vote of the Mortgagees of which the Association has been properly notified (based upon one vote for each Lot on which a First Mortgage is held) and who vote within the period of time set by the Board to vote, which shall be at least ten (10) days and no longer than sixty (60) days.

C. An amendment adopted under Paragraph B of this Section shall be come effective upon its recording with the Recorder, and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence too any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

D. The certificate referred to in Paragraph C of this Section shall be in substantially the following form:

CERTIFICATE

I, _____, do hereby certify that I am the Secretary of the Homeowners' Association, Inc. and that the within amendment to the Declaration of Covenants and Restrictions for BARRINGTON POINTE was duly adopted by the Owners of said Association and the Mortgagees, if applicable, in accordance with the provisions of Section 10.02 of said Declaration.

Witness my hand this ___ day of _____, 20__.

_____
Secretary

10.03 Dedication of Streets. After the Common Property has been transferred and conveyed to the Association any portion of the Common Properties, including but not limited to, the streets, may be transferred and conveyed to Hamilton County and dedicated for public purposes upon approval of such action by the Members of the Association in the same manner as this Declaration may be amended by the Members.

10.04 Notices. Any notice required to be sent to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or Mortgagee on the records of the Developer or Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Developer or Secretary, in writing, of any change of address. Any notice required to be sent to the Developer, Board, Association or any officer thereof, under the provisions of this Declaration shall likewise be deemed to have been properly sent and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

MCLCURE CONSTRUCTION COMPANY COMPANY, LLC
8319 Ellie Plaza Place
Hixson, TN 37343

The address for the Board, the Association, or any officer thereof, may be changed by the Secretary or President of the Association by executing, acknowledging and recording and amendment to this Declaration stating the new address or addresses. Likewise, the Developer may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

10.05 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in

no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

10.06 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

10.07 Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

10.08 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

10.09 Law Governing. This Declaration is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.

10.10 Effective Date. This Declaration shall be come effective upon its recording in the office of the Register of Deeds for Hamilton County, Tennessee.

Prepared by
and return to:
Hon & Kopet, Attorneys
617 Walnut Street
Chattanooga, TN 37402

IN WITNESS WHEREOF, the Developer has executed, or caused to have executed by its duly authorized officers this Declaration on the date first written above.

MCCLURE CONSTRUCTION COMPANY, LLC

BY: _____
Timothy L. McClure, Chief Manager

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me the undersigned Notary personally appeared Timothy L. McClure with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who upon oath acknowledged such person to be the Chief Manager of McClure Construction Company, LLC, the within named bargainor, a limited liability company, and that such he as such Chief Manager executed the foregoing instrument for the purposes therein contained by personally signing the name of MCCLURE CONSTRUCTION COMPANY, LLC, as Chief Manager.

Witness my hand and seal this 13th day of JUNE, 2007.

_____
NOTARY PUBLIC

My Commission Expires: 9-22-10

BRIAN F. KOPET
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

File
Return to and -

This instrument was prepared by:
HON & KOPET, Attorneys
617 Walnut Street
Chattanooga, TN 37402

EXHIBIT "A"

TRACT 1:
Lots 1-22, 25, 32-34, 40, 41, 45, 52-83, and 91-100, Barrington Pointe, as shown by plat of record in Plat Book 85, Pages 147 and 148, in the Registers Office of Hamilton County, Tennessee.

TRACT 2:
Lots 23, 24, 26–31, 35–39, 42–44, 46–51, and 84–90, Barrington Pointe, as shown by plat of record in Plat Book 85, Page 185, in the Registers Office of Hamilton County, Tennessee.

For prior title, see deed of record in Book 8016, Page 146, in the Register's Office of Hamilton County, Tennessee.