

DECLARATION OF RESTRICTIVE COVENANTS OF HILLVIEW FARMS

JTR, LLC, a Tennessee limited liability company ("Declarant") does hereby submit the real property in Wilson County, Tennessee, described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and does hereby declare that the Property shall be held and conveyed subject to the following terms, covenants, restrictions, covenants and conditions, which are hereby adopted as covenants to run with the land and bind all present and future owners of the Property:

ARTICLE I.

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Definitions

In the Documents, as defined below, the following words and phrases shall have the following meanings:

Section 1.1. Additional Property. The real property described in Exhibit B, attached hereto and by reference made a part hereof

Section 1.2. ARB. The Architectural Review Board described in Article IX hereof.

Section 1.3. Association. Hillview Farms Owner's Association, an unincorporated homeowner's association.

Section 1.4. Board. The board of directors of the Association.

Section 1.5. Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.6. Common Area. Each portion of the Development other than a Lot and portions of the Property that have been conveyed to applicable governmental authorities, such as public streets.

Section 1.7. Common Expenses. The expenses or financial liabilities for the operation of the Property. These include:

- a. Expenses of administration, maintenance, repair or replacement of the Common Area;

- b. Expenses declared to be Common Expenses by the Documents;
- c. Expenses agreed upon as Common Expenses by the Board; and
- d. Such reasonable reserves as may be established by the Board, whether held in trust or by the Association, for repair, replacement or addition to the Common Area or any other real or personal property acquired or held by the Association.

Section 1.8. Declarant. JTR, LLC, a Tennessee limited liability company or its successor.

Section 1.9. Declarant's Rights. The rights reserved by the Declarant under Article VI of this Declaration.

Section 1.10. Declaration. This document, including any amendments and any Supplemental Declarations that may be recorded as provided in Article VII.

Section 1.11. Director. A member of the Board of Directors.

Section 1.12. Documents. The Declaration, the Plat, the Bylaws, and the Rules as they be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13. Improvements. Any residence, structure, fixture or facility existing or to be constructed on the Property.

Section 1.14. Person. An individual, corporation, business trust, estate, trust, partnership, association, limited liability company, joint venture, government, government subdivision or agency, or other legal or commercial entity.

96/97 Section 1.15. Plat. The plat for Hillview Farms, Phase I, of record in Book 22, page ____, Register's Office for Wilson County, Tennessee, as it may be amended from time to time, together with the plats of any Additional Property that is annexed hereto, as provided in Article VII.

Section 1.16. Property. The land and all Improvements, easements, rights, and appurtenances which have been submitted to this Declaration.

Section 1.17. Rules. Rules for the use of Lots and Common Area and for the conduct of persons on the Property, adopted by the Board pursuant to this Declaration.

Section 1.18. Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The

term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.19. Lot. A portion of the Property designated for separate ownership as shown on the Plat.

Section 1.20. Lot Owner. The Declarant or other Person who owns a Lot. A Lot Owner does not include a Person having an interest in a Lot solely as security for an obligation. The Declarant is the initial owner of any Lot created by this Declaration.

ARTICLE II.

Owners Association

Section 2.1. Membership. The record owner or owners of each Lot within the Property shall, by accepting a deed therefor, become a member of the Association and shall be subject to the jurisdiction of the Association and the terms and conditions of this Declaration.

Section 2.2. Voting Rights. Each Lot Owner shall be entitled to cast one (1) vote in the affairs of the Association for each Lot that it owns, except that the Declarant shall be entitled to cast four (4) votes for each Lot that it owns.

Section 2.3. Joint Ownership. If a Lot is owned of record jointly by more than one Person, the rights of membership in the Association arising from such Lot, including the right to vote, shall be exercised jointly by the owners of such Lot.

Section 2.4. Leased Lots. If the record owner of a Lot leases it to another Person, the record owner shall nevertheless be entitled to cast the vote attributed to such Lot, unless the record owner provides otherwise by proxy.

Section 2.5. Trustee Ownership. If the record owner of a Lot holds title thereto as trustee, such record owner shall nevertheless have the exclusive right to cast the vote attributed to such Lot, unless the record owner provides otherwise by proxy.

Section 2.6. Association Meetings; Action Without a Meeting. Meetings of the Association shall be held as follows:

- a. Annual Meetings. The annual meeting of the Association shall be held on the second Tuesday of each January, for the purpose of electing Directors and for the transaction of such other business as may be brought before the meeting. Notice of the particular time and place of each annual meeting

shall be delivered to or mailed to all members of the Association at least seven (7) days prior to the date of the meeting.

- b. **Special Meetings.** Special meetings of the Association may be called for any purpose by the Board or by Lot Owners holding at least twenty-five percent (25%) of the total votes. Notice of the date, time and place of any special meeting must be mailed or delivered to all members of the Association at least seven (7) days prior to the meeting, and such notice must include a brief description of each matter to be addressed at the meeting. Only matters described in the notice may be considered at special meetings, unless all Lot Owners agree otherwise.
- c. **Quorum.** The Association may hold a meeting only if a quorum is present. A quorum shall be present if fifty-one percent (51%) of the outstanding votes are present either in person or by proxy, but if less than such majority is present at a meeting, a majority of those present may adjourn the meeting from time to time without further notice, if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken and if the period of adjournment does not exceed thirty (30) days in any one (1) adjournment. A proxy authorizing a Lot Owner's representative to vote only on a particular issue or issues being considered at a meeting shall count toward a quorum for consideration of other matters that may be properly considered at such meeting.
- d. **Voting.** Fifty-one percent (51%) of the votes present at a meeting of the Association in person or by proxy shall decide any questions brought before the meeting, except for items specifically requiring a different approval percentage under this Declaration.
- e. **Waiver of Notice.** Any member of the Association who appears at a meeting, either in person or by proxy, shall be deemed to have waived notice of the time and place of the meeting. Any member may also waive notice in writing.
- f. **Voting by Proxy.** Any Lot Owner may cast his vote at any Association meeting by written proxy, which may be general or limited and which shall be delivered to the Board at such meeting.
- g. **Place of Meetings.** All meetings of the Association shall be held in Wilson County, Tennessee, at a place to be designated in the notice of meeting.
- h. **Action Without a Meeting.** The Association may take any action without a meeting by resolution signed by Lot Owners holding at least fifty-one percent (51%) of the votes.

ARTICLE III.

Board of Directors

Section 3.1. Board of Directors. The affairs of the Association shall be managed by a Board.

Section 3.2. Number of Directors; Membership. The Board shall consist of three (3) Directors, unless the Association adopts a resolution establishing a larger Board. Directors shall be natural persons who have attained the age of eighteen (18) years and members of the Association.

Section 3.3. Elections; Term of Office. Directors shall be elected by at least fifty-one percent (51%) of the votes cast (on a noncumulative basis) at a meeting of the Association. Each Director shall hold office until the next annual meeting of the Association and until his successor has been elected or until his earlier resignation, removal from office, or death. Directors may be removed from office without cause by a majority of the votes present at a meeting of the Association. Notwithstanding the foregoing, as long as Declarant owns any Lot, Declarant shall have the right to appoint the Directors of the Association.

Section 3.4. Regular Meetings. A regular meeting of the Board shall be held without notice immediately after, and at the same place as, the annual meeting of the Association. The Board may also provide, by resolution, the time and place for the holding of additional regular meetings without additional notice.

Section 3.5. Special Meetings. Special meetings of the Board may be called by not fewer than thirty-four percent (34%) of the Directors. The Director(s) calling a special meeting shall deliver or mail to all other Directors, at least five (5) days before the date of such meeting, notice of the time and place of the meeting and notice of the subjects to be considered. Only matters described in the notice may be considered at special meetings, unless notice of the agenda is waived pursuant to Section 3.9.

Section 3.6. Action Without a Meeting. The Board of Directors may take any action without the necessity of a meeting by resolution signed by all of the Directors.

Section 3.7. Quorum. The Directors may hold a meeting only if a quorum is present, but if less than such majority is present at a meeting, a majority of those present may adjourn the meeting from time to time without further notice, if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken and if the period of adjournment does not exceed thirty (30) days in any one (1) adjournment. A majority of the Directors in office shall constitute a quorum of the Board of Directors.

Section 3.8. Voting. Each Director shall be entitled to one (1) vote. The vote of a majority of the Directors present at any meeting shall decide any questions brought before the meeting.

Section 3.9. Waiver of Notice. A Director's attendance at a meeting of the Association shall constitute waiver of notice of the time and place thereof. Notice of the subject(s) to be considered at a special meeting of the Directors may be waived by written waiver at each Director's option.

Section 3.10. Compensation. Directors shall not be compensated, directly or indirectly, for services rendered in their capacities as Directors unless it is so authorized by the Association.

Section 3.11. Officers. The Board shall appoint a President, Secretary, Treasurer, and such other officers as it may decide. The President of the Board, if present, shall preside at all Board meetings and Association meetings. The Treasurer of the Board shall keep the financial records of the Association. The Secretary of the Board shall keep minutes, send notices of all meetings, and keep other appropriate records of the activities of the Board and the Association.

Section 3.12. Powers and Duties. The Board shall act with reasonable promptness upon any requests made by Lot Owners seeking Board approval pursuant to any provision of this Declaration, shall have the power to perform all actions that may be appropriate in the performance of its duties hereunder, including, but not limited to, the following:

- a. Hire attorneys, architects, landscaping and engineering consultants or other contractors or employees;
- b. Obtain insurance;
- c. Adopt Rules regarding the use and occupancy of Lots and the Common Area and the activities of occupants;
- d. Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property located on or used in connection with the Common Area;
- e. Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one (1) year, through or over the Common Area;
- f. Impose a reasonable charge for late payment of assessments and, after notice and opportunity to cure, levy reasonable fines for violations of this Declaration, Bylaws and Rules of the Association:

- g. Provide for the indemnification of the Association's officers and Board of Directors and maintain Directors' and officers' liability insurance;
- h. Exercise any other powers conferred by this Declaration or the Bylaws;
- i. Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- j. Exercise any other power necessary and proper for the governance and operation of the Association; and
- k. Establish committees of Directors or members of the Association, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committee action shall be either approved, modified or rejected by the Board of Directors.

Section 3.13. Delegation. The Board may delegate any of its duties hereunder to such committees, persons or entities as it may select.

Section 3.14. Fiscal Year. The fiscal year of the Association shall correspond with the calendar year.

ARTICLE IV.

Assessments

Section 4.1. Assessments. The Association, either acting as a whole or through the Board, may assess the Lot Owners as follows:

- a. To provide, maintain and repair (where necessary and to the extent not provided by public authority), all easements, common areas, subdivision signs, lighting, sidewalks, public rights-of-way, and roads and streets not dedicated to a governmental body within the Property;
- b. To provide Lot Owners with garbage and trash collection and disposal, if needed, to supplement that provided by public authority;
- c. To install and maintain safety devices, bus stops, park benches, and signs upon any street or walkway within the Property, if needed, to supplement that provided by public authority;
- d. To provide Lot Owners with snow removal services, if needed, to supplement that provided by public authority;

- e. To provide any other service or perform (or have performed) any other maintenance or repair function for the general benefit of the Lot Owners;
- f. To provide funds for the general operation of the Association; and
- g. To perform, authorize, and direct any and all acts within the scope of this Declaration.

Section 4.2. Amount and Allocation of Assessments. The total amount of assessments for any fiscal year shall be allocated among the Lot Owners pro rata according to the number of Lots owned. Joint owners of a Lot shall be jointly and severally liable for assessments relating thereto. Assessments shall be payable in such installments as the Board may approve.

Section 4.3. Budget Adoption and Ratification. Within thirty (30) days after adoption of a proposed budget for the Property, the Board of Directors shall provide a summary of the budget to each Lot Owner, and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting fifty-one percent (51%) of the votes reject the budget, the budget is ratified. If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a budget proposed by the Board of Directors.

Section 4.4. Ratification of Non-budgeted Assessments. If the Board of Directors votes to levy an assessment not included in the current budget, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such assessment to the Lot Owners for ratification in the same manner as a budget under Section 4.3.

Section 4.5. Certificate of Payment of Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against the Lot. The statement must be furnished within twenty (20) days after receipt of the request and is binding on the Association, the Board of Directors and each Lot Owner.

Section 4.6. Commencement of Assessments. Assessments with respect to a Lot shall begin on the first day of the month in which conveyance of such Lot to a Lot Owner other than the Declarant occurs.

Section 4.7. Collection of Assessments. By accepting title to their respective Lots, the Lot Owners shall be deemed to have personally obligated themselves to pay all assessments due on their respective Lots when purchased or accruing thereafter. Any assessment or installment of assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the lower of eighteen percent (18%) per annum or the maximum legal contract rate then permitted by applicable law. The Association, acting through the Board, may initiate legal action against the delinquent Lot Owner to collect past due assessments, plus interest and costs of collection, including reasonable attorneys fees, or the Association may institute

proceedings to foreclose the Association's lien, as set forth below, against the Lot to which the assessment relates, or the Association may seek both of said remedies or any other remedy available by law or equity.

Section 4.8. Creation of Lien. The Association is hereby granted a lien on each Lot to secure the payment of assessments. A lien under this Section is prior to all other liens and encumbrances on a Lot except: (a) a lien and encumbrances recorded before the recordation of the Declaration; (b) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (c) liens for real estate taxes and other governmental assessments or charges against the Lot. Recording of the Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.

Section 4.9. Enforcement of Lien. The Association's lien may be foreclosed as a mortgage or deed of trust on real estate is foreclosed under Tennessee law. Further:

- a. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action.
- b. If a holder of a first or second Security Interest in a Lot forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Lot which became due before the sale. Any unpaid assessments not satisfied from the proceeds of sale or as a personal obligation of the Lot Owner, may, at the option of the Board of Directors, become Common Expenses collectible from all the Lot Owners, including the purchaser.
- c. In the case of a nonjudicial foreclosure, the Association shall give reasonable notice of its action to each lien holder of a Lot whose interest would be affected.
- d. Any payments received by the Association in the discharge of a Lot Owner's obligation may be applied to the oldest balance due.

Section 4.10. Extinguishment of Lien. A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

Section 4.11. No Waiver of Liability for Assessments. No Lot Owner may exempt himself from liability for payment of the assessments by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the assessments are made.

Section 4.12. Personal Liability of Lot Owners. The Lot Owner of a Lot at the time an assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

ARTICLE V.

Maintenance, Repair and Replacement

Section 5.1. Common Area. The Association shall maintain, repair and replace the Common Area.

Section 5.2. Lots. Each Lot Owner shall maintain, repair and replace, at his or her own expense, all portions of his Lot and all improvements located thereon.

Section 5.3. Repairs Resulting From Negligence. Each Lot Owner will reimburse the Association for any damages to any other Lot or to the Common Area caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Lot. The Association will be responsible for damage to Lots caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Area.

ARTICLE VI.

Declarant's Rights

Section 6.1. Reservation of Declarant's Rights. The Declarant reserves the following rights (the "Declarant's Rights"):

- a. The right to annex the Additional Property, as described in Article VII.
- b. The right to construct utility lines, pipes, wires, ducts, conduits and other facilities across the Common Areas for the purpose of furnishing utility and other services to the Additional Property. The Declarant also reserves the right to withdraw and grant easements to public utility companies and to convey improvements within those easements anywhere in the Property not occupied by buildings, for the above-mentioned purposes. If the Declarant grants any such easements, Exhibit A will be amended to include reference to the recorded easement.
- c. The right to complete improvements indicated on the Plat.

- d. The right to withdraw any of the Property subjected to this Declaration from the terms hereof, so long as Declarant owns at least seventy-five percent (75%) of the Lots subject hereto. Easements may be reserved to such withdrawn land.
- e. The right to make the Property subject to a master association and to merge or consolidate the Property with another property of the same form of ownership.
- f. The right to maintain any Lot owned by the Declarant or any portion of the Common Area as a model Lot or sales office or management office.
- g. The right to perform repairs and construction work, and to store materials in secure areas, in Lots and in Common Area, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Board. The Declarant has such an easement through the Common Area as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Declarant Rights. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development for the Property.
- h. The right to post signs and displays in the Common Area to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Lot Owners.
- i. The right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property, any and all goods and improvements used in Property, marketing and construction, whether or not they have become fixtures.

Section 6.2. Declarant Control of the Association. There shall be a period of Declarant control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board. The period of Declarant control shall terminate upon the earliest of:

- a. Sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Lot Owners other than a Declarant;
- b. Five (5) years after Declarant has ceased to offer Lots for sale in the ordinary course of business; or

- c. Five (5) years after any right to annex Additional Property was last exercised.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 6.3. Termination of Declarant Control. Upon the termination of any period of Declarant control, the Lot Owners shall elect a Board in accordance with the provisions of Article III.

Section 6.4. Interference with Declarant Rights. None of the Association, the Board, nor any Lot Owner may take any action or adopt any Rule that will interfere with or diminish any Declarant Right without the prior written consent of the Declarant.

ARTICLE VII.

Annexation of Additional Property

Section 7.1. Annexation. Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all the Additional Property has been subjected to this Declaration or December 31, 2018, whichever is earlier, to subject all or any portion of the Additional Property to the provisions of this Declaration and jurisdiction of the Association. Such annexation shall be accomplished by filing a Supplemental Declaration to this Declaration annexing such Property in the public records of Wilson County, Tennessee. Such Supplemental Declaration shall not require the consent of the Lot Owners or the Association. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration signed by the Declarant (or the party to whom Declarant has transferred the right of annexation, as provided below), unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex the Additional Property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibit A or Exhibit B and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 7.2. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit A or Exhibit B which, upon conveyance or dedication to the Association, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 7.3. Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibit A or Exhibit B hereof.

Section 7.4. No Required Annexation. No provision of this Declaration shall be construed to require the Declarant or any other person or entity to annex any real property to the scheme of this Declaration nor shall any provision of the scheme of Property prohibit any real property whether or not included within the description contained in Exhibit B owned by Declarant or any other person from being subject to any separate declaration or scheme of Property. The community contemplated by this Declaration including parcels of ground to be annexed hereto may include a wide diversity of housing types and styles.

Section 7.5. Contents of Supplementary Declaration. The Supplementary Declaration referred to in this Article shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration and extending the jurisdiction of the Association to cover the real estate so described in such Supplementary Declaration. The Supplementary Declaration may contain such supplemental provisions to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and Property approaches to which the annexed land or parts thereof may be subjected, all of which may be significantly at variance with that of the Property.

Section 7.6. Effects of Supplementary Declaration. Lot Owners upon recordation of any Supplementary Declaration, also have a right and non-exclusive easement of enjoyment in and to the Common Area within the real property so annexed in accordance with the provisions of such Supplementary Declaration and an obligation to contribute to the cost of improvement, operation and maintenance of such Common Area within the annexed lands in like manner as if such Common Area had been originally located within the Property as described in Exhibit A to this Declaration.

ARTICLE VIII.

Restrictions on Use, Alienation and Occupancy

Section 8.1. Use and Occupancy Restrictions. Subject to the Declarant Rights, the following use restrictions apply to all Lots and to the Common Area:

- a. The use of each Lot is restricted to that of one detached single family residence and accessory uses as permitted herein. Except for those activities conducted as a part of the marketing and Property program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Lot, shall be conducted,

maintained or permitted in any part of a Lot, nor shall any Lot be used or rented for transient, hotel or motel purposes. A single-family residence is defined as a single housekeeping Lot, operating on a non-profit, non-commercial basis between its occupants.

- b. No immoral, improper, offensive or unlawful use may be made of the Property and Lot Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Tennessee and all ordinances, rules and regulations of Wilson County.
- c. Each dwelling shall have an attached garage, which shall accommodate no less than two (2) automobiles. Whenever feasible, the garage doors shall not face the street. If an attached garage or garage that does not face the street is not feasible, the ARB must approve the plans for any other proposed garage.
- d. All dwellings shall be of high quality workmanship and masonry materials. The floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than two thousand (2,000) square feet, with the first floor, excluding the garage, to contain not less than 1,250 square feet.
- e. No temporary structure or incomplete structure may be used temporarily or permanently as a residence. Specifically, no tent, shack, outbuilding, barn, or camper, trailer, mobile home, basement, or dwelling not substantially completed may be used.
- f. No signs of any kind shall be displayed to the public view on any lot except professionally lettered builder's or Realtor's signs in good taste and not exceeding a size determined by the ARB.
- g. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are confined to the lots of their owners by leash or fence, provided they are not kept, bred, or maintained for any commercial purpose; and provided they are not kept in such numbers as to become a nuisance. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Board of Directors. The Lot Owner shall hold the Association harmless from any claim resulting from any action of his or her pet.
- h. No lot shall be used or maintained as a dumping ground for rubbish or other items. Trash, garbage, or other waste shall not be kept except in

sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be concealed underground or screened from view of neighbors or the public.

- i. No aboveground swimming pools shall be permitted. All swimming pools must be below ground and fenced for safety purposes.
- j. All utility meters, air conditioning compressors, and other like equipment shall be located and/or screened so as not be visible from neighboring lots, roads, streets and open areas; and such location and/or screening shall be approved by the ARB. No outside radio transmission tower, receiving antenna or outdoor television antenna or satellite receiving device shall be erected by a Lot Owner except with the express approval of the ARB following a review of the plans for the location and screening of such devices and consideration as to whether the Lot Owner has utilized his best efforts to minimize the size of such devices and their visual impact on the subdivision.
- k. Junk cars may not be kept on any Lot. No Lot Owner shall permit any motor vehicles (operable or inoperable) owned by such Lot Owner or by any person occupying his dwelling or by any person on his premises as guest or invitee to remain parked on public streets in the subdivision for more than forty-eight (48) hours.
- l. Automobiles may not be assembled, disassembled or serviced in plain view on any Lot.
- m. No mobile home or house trailer may be stored, kept or installed on any Lot. No boat may be kept on any Lot except in a garage or screened area approved by the ARB.
- n. Outside clotheslines and clothes hanging devices shall not be permitted.
- o. No dwelling on any Lot shall be occupied and used unless the same be connected with, and served with, water and sewerage from the water and sanitary sewer supply mains provided in the Property.
- p. Driveway materials shall be concrete, or if not concrete, a material that is approved by the ARB.
- q. A landscaping plan for each lot shall be presented and approved by the ARB in conjunction with the submission of plans and specifications for the residence to be construed on each Lot.

- r. Each Lot shall have its own mailbox, which shall be constructed of a material compatible with the materials utilized in the residence constructed on such Lot, and shall be subject to the approval of the ARB.
- s. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Lot Owners, both before, during and after the construction of residences thereon. Such maintenance shall include, but not be limited to painting, repairing, replacing, and caring for roofs, gutters, down spouts, building surfaces, walkways, driveways and other exterior improvements, cutting grass, lawn maintenance, and proper care for all trees, shrubbery and other landscaping. In the event that a Lot Owner shall fail to maintain his Lot and the improvements thereon in a manner satisfactory to the Association and in the event that such Lot Owner fails to cure such condition or diligently to commence to cure the same within thirty (30) days after written notice of such failure duly given by the Association, the Association may enter upon the Lot and repair, maintain, and restore the same. All costs incurred in any such repair, maintenance or restoration shall be charged against the Lot Owner as a personal obligation of such Lot Owner and as a lien upon the Lot in question.
- t. All fences shall be limited to the rear of the residential structure, extending from the walls of the residential structure, only, so as not to impact the streetscape. No chain-link fences shall be permitted.
- u. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Lot, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Lot Owners or occupants. No Lot Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Lot Owners or occupants.

A Lot Owner who violates any of the foregoing shall hold the Association and other Lot Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 8.2. Leases. All leases of a Lot shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

ARTICLE IX.

Architectural Review Board

Section 9.1. Approval of Plans. No Improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot, nor shall any construction be commenced thereon until plans for such Improvements have been approved by action of the ARB in accordance with the provisions herein; provided, however, that improvements and alterations which are completely within the interior of a building may be undertaken without such approval. Approval of proposed Improvements shall be based on the best judgment of the ARB, in its sole discretion, to see that all Improvements conform and harmonize with all proposed and/or existing Improvements on the Property as to external design, quality and type of construction, materials, color, siting, and conformity of the proposed Improvements to the purpose and general plan and intent of this Declaration.

Section 9.2. Creation of Committee. With this Declaration there is hereby established an Architectural Review Board (the "ARB"). The ARB will be composed as follows:

- a. For so long as the Declarant owns a Lot, the Declarant shall be the sole member of the ARB.
- b. At such time as the Declarant does not own any Lot, the Board of Directors shall appoint three (3) or more members of the ARB.

Section 9.3. Manual of Standards. The ARB may prepare and maintain a summary of its construction standards (the "Manual of Standards") to be used as the criterion for the approval of proposed Improvements hereunder. The Manual of Standards may include, without limitation, statements with respect to architecture, landscaping and building materials. The ARB shall have the power to modify, alter, supplement, or amend the Manual of Standards at any time, but such change shall not be effective as to Improvements which have been approved prior to such change. The Manual of Standards shall be available for inspection during normal business hours at the Declarant's place of business or at the office of the Association, as applicable. The actions of the ARB through its approval or disapproval of plan, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

Section 9.4. Plan Approval. The ARB shall reply to all plan submittals made in accordance herewith in writing within sixty (60) days of receipt thereof. If the ARB fails either to approve or disapprove such plans and specifications within sixty (60) days after the same have been delivered, it shall be presumed that said plans and specifications have been approved. Neither the ARB, nor any member, employee or agent thereof, shall be liable to any owner or tenant of a Lot or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or

their duties hereunder. Likewise, anyone so submitting plans to the ARB for approval, by submitting such plans, and any person upon becoming an owner or tenant, agrees not to bring any action or suit to recover any damages against the Declarant, ARB, or any member, employee or agent of the Declarant or the ARB, as the case may be.

Section 9.5. Plan Review Procedure. In connection with the consideration of any proposed Improvements, the ARB shall follow a two-step procedure which will involve a Preliminary Review Conference followed by a Final Design Conference, and either or both steps may be waived.

- a. Preliminary Review Conference. At the preliminary review conference, interested parties and/or their designated representative(s) shall be prepared to present and discuss their initial construction concept. At the Preliminary Review Conference, schematic drawings shall be submitted, which shall include (i) the location of proposed Improvements with height and dimensions showing the relationship of such Improvements to the property lines of the Lot; and (ii) the name of the architect and the proposed contractor. Any other information as may be required shall be submitted to the ARB in order to ensure compliance with requirements contained herein.
- b. Final Design Conference. The final design conference will involve a review of the final working drawings and specifications, reflecting the previously approved schematic plans.

A Certificate of Compliance shall be issued by the ARB to the Lot Owner upon completion of construction that is in compliance with the provisions herein. At the time a Lot Owner desires a Certificate of Compliance inspection, he will make such request to the ARB.

Section 9.6. Exceptions. The ARB may make exceptions to the provisions herein, when, in the sole judgment of the ARB such exception(s) would not be in conflict with the intended character of the Property subject to this Declaration when fully developed and occupied in accordance with the Declarant's plans and objectives therefor.

ARTICLE X.

Amendments to Declaration

Section 10.1. General. Except in cases of amendments that may be executed by the Declarant in the exercise of its rights granted hereunder or by the Association as provided herein, this Declaration, including the Plat, may be amended only by vote or agreement of Lot Owners having at least sixty-seven percent (67%) of the votes in the Association.

Section 10.2. Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 10.3. Execution of Amendments. An amendment to the Declaration required that has been adopted in accordance with this Declaration, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 10.4. Recordation of Amendments. Each amendment to the Declaration must be recorded in the Register's Office for Wilson County, Tennessee and the amendment is effective only upon recording.

Section 10.5. Declarant Rights. Provisions in this Declaration creating Declarant Rights may not be amended without the consent of the Declarant.

ARTICLE XI.

Miscellaneous

Section 11.1. Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 11.2. Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 11.3. Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 11.4. Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed:

this 22 day of January, 1999

JTR, LLC

By: Hugh D. Johnson, Chief Manager
Hugh D. Johnson, Chief Manager

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, Laura B. Taylor, Notary Public, Hugh D. Johnson, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is Chief Manager of JTR, LLC, a Tennessee limited liability company, and is authorized to execute this instrument on behalf of said company.

WITNESS my hand, at office, this 22 day of January, 1999

Laura B. Taylor
Notary Public

My Commission Expires: 5-10-00

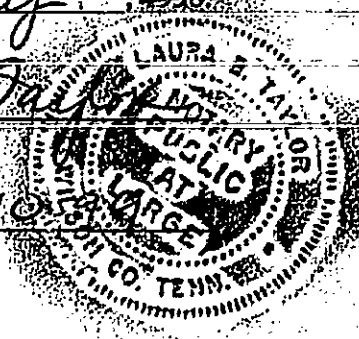


EXHIBIT A

Legal Description of Section I

0474899.02
083245-000 06/10/98

EXHIBIT B

Legal Description of Additional Property

WILSON COUNTY, TENNESSEE
Received for recording the 25 day
of JAN, 1999 at 11:41 AM
Notebook 35 page 11
REC. FEE \$ 88.00 REC# 43495-1
STATE TAX \$ _____ JACQUE DEDMAN
REG. FEE \$ _____ Deputy Register
COMP. FEE \$ 2.00
RECORDED IN T.D BK 702 PG 896
JOHN B. SPICKARD, REGISTER OF DEEDS

0474899.02
083245-000 06/10/98