MDSWP40 08/14/87 cw

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (MDS)
2700 First American Center
Nashville, Tennessee 37238

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLANDS

THIS DECLARATION of Covenants, Conditions and Restrictions (hereinafter referred to as "this Declaration") made and published on or as of the date hereinafter set forth, by and between HARDIN SERVICE CORPORATION, a Texas Corporation (hereinafter referred to as "Developer"), and any and all persons, firms or corporations hereafter acquiring any of the within described property;

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain tract of real property hereinafter described and Developer desires to create thereon a residential development with common areas and open spaces for the mutual benefit of the future residents of said development; and

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

WHEREAS, Developer desires to provide for the preservation of the values and the desirability and attractiveness of the real property in said development, for the ownership and continued maintenance and operation of said open space and common areas; and

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

WHEREAS, Developer has caused or will cause, to be incorporated under the laws of the State of Tennessee, a non-profit corporation known as Woodlands Homeowners' Association, for the purpose of exercising the aforementioned functions.

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

ARTICLE I

DEFINITIONS

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

Section 1. "Association" shall mean The Woodlands Homeowners' Association, a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property. (The Association's By-Laws are attached as Exhibit B and are incorporated herein by reference.)

Section 2. "Builder" shall mean all persons or entities to whom the Lots are conveyed for the purpose of constructing single-family dwellings for subsequent sale to others.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for

the common use and enjoyment of the Lot Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is the area on the Plat other than the Lots and which is designated on the Plat as Common Open Space.

Section 4. "Declaration" shall mean this instrument.

Section 5. "Developer" shall mean Hardin Service Corporation, a Texas corporation, its successors and assigns.

Section 6. "Lot" shall mean any numbered lot shown on the Plat.

Section 7. "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation (such as a lending institution).

Section 8. "Plat" shall mean the plat of The Woodlands as recorded in the Register's Office for Davidson County, Tennessee in such plat book or books as may be referred to in any subsequent amendments to this instrument.

Section 9. "Property" shall mean the real property described on Exhibit A hereto.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Property Subject to this Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of a Lot Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. At the time of any such dedication or transfer, the portion of the Common Area so dedicated or transferred shall no longer be a part of the Common Area and Lot Owners shall thereafter have no greater right in the property so dedicated or transferred than the general public.

(c) the right of the Association to limit the use of the Common Area to owners of Lots, their families and their guests.

Section 2. Delegation of Use. Any Lot Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lot Owner which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) three (3) years after the first Lot is sold to someone other than the Developer.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner other than the Developer and any Builder, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The

Developer and any Builder, for each Lot owned, hereby covenants to pay annual and special assessments in accordance with Section 7 of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the improvement, management, maintenance, operation and security of the Common Area, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association. At the option of the Association, annual assessments may be used to provide supplemental landscaping maintenance within Lots and to provide garbage and trash collection and disposal if needed to supplement that provided by public authority.

Section 3. Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, other than Developer and any Builder, the annual assessment shall be One Hundred Twenty Dollars ($120.00) per Lot payable in monthly installments of Ten Dollars ($10.00) each.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, other than Developer and any Builder, the annual assessment shall be established by the Board of Directors of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Association members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such assessments.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Anything in the attached by-laws to the contrary notwithstanding, written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than five (5) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to Lots not owned by the Developer or any Builder on the first day of the first month following the deed of the first Lot to a Lot Owner, other than the Developer or any Builder. As to Lots owned by

the Developer or any Builder the annual assessments shall commence as to each Lot when the improvements constructed on the Lot are completed and ready for occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed through the U.S. mails to every Lot Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the due date at the highest rate permissible under the laws of the State of Tennessee. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot by court action or trustee's sale, as hereinafter provided, and there shall be added to the amount of such assessment all reasonable attorney's fees and costs incurred by the Association in such action. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Enforcement of Lien by Trustee's Sale. For and in consideration of the privileges and protections granted herein, and the mutual enjoyment and use of the common Area, and for the express purpose of securing the payment of the assessments, other sums and charges described in Sections 1 through 8 above; rendering unnecessary court proceedings for the enforcement of the lien.

described in Sections 1 through 8 above, each Lot Owner accepting a deed to a Lot, for their heirs, administrators, successors and assigns, does hereby transfer and convey unto Michael D. Sontag, Trustee, his successors and assigns, each such Lot deeded to such Lot Owner, with the appurtenances, estate, title and interest thereto belonging to the Trustee for the following uses in trust:

(a) Said Lot Owners agree to pay all assessments, sums and charges when due and upon demand of said Trustee or the Association, to pay, discharge or remove any and all liens (except a first mortgage or deed of trust lien) which may be hereafter placed against said Lot Owners Lot which shall adversely affect the lien granted herein, and in case the Trustee or his successors or the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said Lot or the lien granted herein, or appear in any court to prove said indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Lot Owner upon demand of the Trustee or Association, and upon failure to do any of these things then said Trustee or Association may do any or all of said things, and the amounts so paid shall bear interest from the date of payment at the highest rate then permitted by the laws of the State of Tennessee, and shall be and become a part of the indebtedness secured hereby.

(b) If said assessments, sums or charges, or interest thereon, are not paid promptly when due or within any period of cure allowed above, or if after said Lot Owners fail to pay any other sums due as above provided, or further, fail to reimburse the Trustee or Association within thirty (30) days from the date of Trustee's or Association's payment of such sums, this trust conveyance shall remain in full force and effect, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty (20) days'

notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Lot at the front door of the courthouse in said county to the highest bidder for cash at public outcry, free from the statutory right of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser at such foreclosure sale. The Association may bid at any sale under this trust conveyance. The Trustee may at any time after default in the payment of any of the above described indebtedness enter and take possession of said Lot and shall only account for the net rents actually received by him. It is further agreed that in the event the Trustee fails, before selling said Lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of the deed for said Lot. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

(i) To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorneys' fees for advice in the premises, or for instituting or defending any litigation which may arise on the account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

(ii) To the payment of all taxes which may be unpaid on said premises.

(iii) To the payment of all unpaid indebtedness herein secured.

(iv) The residue, if any, to be paid to said Lot Owners, or to their representatives or assigns.

(c) In the event of the death, absence, inability or refusal to act of said Trustee at any time when action of the foregoing powers and trusts may be authorized, or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a

successor in trust to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said successor. Trustee is authorized to appoint an attorney-in-fact to conduct in his stead and on his behalf and with the same power possessed by said Trustee as granted herein, any and all foreclosure sales authorized above.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot; provided, however, that in the event the holder or owner of such mortgage or first lien deed of trust becomes the owner of such Lot after foreclosure thereof, such purchaser shall become subject to the lien reserved herein for the purpose of securing all assessments becoming due from and after the date such purchaser accepts a deed to said Lot or enters into possession of said Lot, whichever shall first occur.

ARTICLE VI

ARCHITECTURAL AND BUILDING RESTRICTIONS

Section 1. Approval of Development.

(a) Before commencing the construction, reconstruction, remodeling, alteration of or addition to any building, structure, fence, wall, driveway, path or other improvement of any nature on a Lot, the Lot Owner shall first submit its plans (the "Plans") to the Architectural Review Committee (the "ARC") for its written approval in accordance with the terms of this Declaration. The Plans shall include and be defined as the following:

(i) A surveyed plan by a licensed surveyor, at a scale of one (1) inch equals twenty (20) feet, indicating all proposed changes to the existing site, including grading and "limits of construction" lines, must be provided. The site plan must show the exact location of the building and all improvements on the Lot, including driveways and parking areas, with dimensions from the property line to the proposed building. The alignment of the driveway and location of utility lines and equipment must be

shown and dimensioned. Any outbuilding (garages, sheds, etc.) must be included on the Plans. The Plans must also satisfy any and all requirements which may be imposed by the Metropolitan Planning Commission with respect to the preservation of existing trees and vegetation and any expenses incurred in complying with said requirements shall be at the sole cost of the Builders.

(ii) A landscape plan at one (1) inch equals twenty (20) feet scale is required showing the location, quantities and types of species being planted on the Lot. A planting schedule shall be included listing the number of each species, their size and condition (balled/burlapped, container, etc.). Also, a set of landscape planting details must be included with the landscape plan.

(ii) A set of Building architectural plans at one-four (1/4) inch equals one (1) foot scale showing entrances, window locations and elevations of all sides must be submitted.

(iv) An exterior construction materials sample board showing actual samples of major materials, finishes and colors must be provided.

(b) The Developer may also furnish site and architectural guidelines for development and construction, containing statements of policy, philosophy, guides to and certain requirements for construction and development by Lot Owners and their contractors. The ARC may amend the guidelines from time to time; however, the guidelines established by the Developer, if any, shall be binding upon the ARC until the ARC formally amends the Developer's guidelines and makes available amended versions for Lot Owners' use. All Lot Owners and and their contractors are responsible for contacting the ARC to obtain and verify the current guidelines in use. The guidelines are not intended to be and are not to be interpreted as amendments to the Declaration but as a supplement thereto. In the event of a conflict between the guidelines and the Declaration, the Declaration shall control.

(c) Until termination of the Class B Membership, the ARC and/or the Developer may be contacted by written notice to Hardin Service Corporation, Building 100, Suite 302, 404 BNA Drive, Nashville, Tennessee 37217, Attention: Woodlands Development. By Supplemental Declaration filed in the

Register's Office for Davidson County, Tennessee, the Developer or the ARC may change the foregoing address.

Section 2. Submittal of Plans. The following procedure with regard to submittal of Plans shall be followed:

(a) The Lot Owner or authorized representative (architect or contractor) must submit two (2) sets of the required Plans to the ARC fifteen (15) days prior to scheduled ARC meetings.

(b) The ARC shall meet from time to time as may be necessary to perform its duties as described herein. The ARC may determine, in its sole discretion, the location of its meetings, and shall not be requied to give notice of such meetings to anyone. The ARC may conduct its meetings without all members being present and may decide from time to time how many members shall constitute a quorum. Any member of the ARC may call a meeting by giving written notice to the other members of the time and place of such meeting.

(c) The ARC will inform the responsible party of approval or rejection by a written letter dated no more than thirty (30) days after the submittal of Plans. If approved, a set of submittal documents shall be stamped "approved" and mailed to the Lot Owner or the authorized representative. If a submittal is rejected, the ARC will notify the responsible party by letter. The ARC shall indicate where the applicant's Plans fail to comply with either the Declaration or the current guidelines in use by the ARC, if any.

(d) The Lot Owner may submit at any time a revised submittal package of Plans that takes into account the ARC concerns. The ARC may review submissions prior to the next cheduled meeting and make approvals or rejections. The ARC will inform the applicant by written letter of all approvals or rejections within ten (10) days of the resubmittal.

Section 3. Inspection. Actual construction (including site preparation) by the Lot Owner or his contractor may not commence

until the ARC approves the Plans. During construction, the Lot Owner or his contractor (other than a Builder who has committed to purchase and develop twenty or more Lots) shall notify the ARC upon fifty percent (50%) completion of the Building or improvements, and thereafter, the ARC shall have five (5) business days to inspect and determine that the subject improvements are being completed in accordance with the approved Plans. Upon the completion of the improvements, and prior to occupancy, the Lot Owner or his contractor shall notify the ARC, who shall have ten (10) days thereafter in which to have the improvements inspected by the ARC to insure that the construction was completed in accordance with the Plans approved by the ARC prior to construction. In the event that the ARC shall fail to approve or disapprove in writing the partially completed improvements within five (5) business days or completed improvements within ten (10) days after receipt of notice from the Lot Owner or his contractor, such approval shall not be required. In the event a Lot Owner has made changes from the Plans approved by the ARC and such changes were not previously approved by the ARC, continued construction shall be halted until the necessary corrections have been made (in the event the improvements are only partially complete) or ocupancy of the subject improvements shall be delayed until the necessary corrections have been made (in the event the improvements are completed).

Section 4. Maintenance and Minor Violations. In the event any Lot Owner shall fail to complete improvements according to the approved plans or to maintain the improvements situated upon his or her Lot in a manner satisfactory to the ARC, and after twenty (20) days written notice to the Lot Owner, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, enter upon said Lot and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject and the Lot Owner shall be personally liable for the cost of such maintenance so incurred. In addition

to the approval of Plans and other matters herein set forth, the ARC shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Lot Owner and are not materially harmful to the Property. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of these restrictions.

Section 5. Meaning of ARC Approval. The approval of the ARC of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design of a completed improvement or of the safety of any component therein, but is required solely for the purpose of insuring compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Properties. Notice is hereby given to any future occupant of any such completed improvement and all invitees, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by the ARC with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability, design of any building, structure or other improvement and no liability shall accrue to the Developer, the ARC, the Association or any Lot Owner (other than the owner of the subject improvements) in the event that any such construction shall subsequently prove to be defective.

Section 6. Architectual Review Committee. The ARC shall consist of not less than three nor more than five (5) members appointed by Developer, who is empowered to appoint their successors should a vacancy occur, or may remove members and replace them at the Developer's sole discretion until termination of the Class B Membership, and their names shall be maintained at Developer's offices. By Supplemental Declaration the Developer may delegate to the Association the authority and duty to appoint

the ARC, and upon termination of the Class B Membership, the authority to apoint the ARC shall automatically be vested in the Association. Plans for any Building or improvements of any kind whatsoever on any Lot must conform to all requirements of this Declaration and to the current guidelines. The ARC shall be the sole judge or arbitrator of such conformance or non-conformance. Further, the ARC may approve or disapprove Plans when the ARC, in its sole discretion and judgment, determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible with The Woodlands development. The ARC may establish its own internal procedures for review and approval of Plans and may change such procedures from time to time in its sole discretion. Until termination of the Class B Membership, the Developer may, in its sole discretion, overrule any decision of the ARC.

Section 7. Governmental Restrictions. Each Lot Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

Section 8. Exclusive Contractors. In order to minimize confusion and complications which may result from the construction of a number of residential units upon the Property at the same time, and in order to insure the maintenance of a high quality of construction, the Developer reserves the right to approve contractors authorized and permitted to construct Buildings or other improvements upon Lots within the Properties. Such approval shall not be arbitrarily or unreasonably withheld.

Section 9. Actions Required During Construction. All contractors and subcontractors must review and satisfy all guidelines for conservation during construction of buildings or other improvements as established by the ARC. All proposed construction must be accurately staked out on the site, including

all building corners, outbuildings, major decks, terraces and driveways. A set of ARC approved Plans must be on site at all times. The Lot Owner is responsible for obtaining all required local building permits. All alterations to the approved Plans must be submitted to the ARC for approval before construction of those alterations can begin. The construction site must be kept clean and orderly. Only the construction sign, in the sign format approved by the ARC, will be permitted on a Lot during construction. Contractors must obtain sign approval from the ARC.

Section 10. Construction Requirements For Contractors.

(a) No sites are to be cleared of trees or shrub by burning methods.

(b) No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes, shall be stored on any Lot except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress. No burning of construction materials or fires shall be permitted on any Lot or Common Area. No inhabitable trailers, mobile homes nor temporary structures shall be permitted on any Lot during construction or otheriwse unless prior written approval of the ARC is obtained. Provided, however, one portable restroom facility shall be permitted for any Lot on which a residence is being constructed but only for the period of construction. The Developer may erect one or more temporary structures on any Lot or Lots for the purpose of maintaining a sales and construction office until termination of the Class B Membership.

Section 11. Architectural Elements. The ARC shall be the sole judge of the architectural desirability or compatibility of any building or improvements to be erected upon a Lot. No particular architectural style, era or design shall be required or preferred by the ARC, and approval of a particular architectural style, era or design by the ARC as to any proposed Building or other improvement for a Lot shall not result in the ARC being.

required to approve the same or similar architectural style, era or design for future proposed Buildings or improvements. The ARC shall determine, in its sole discretion, whether or not the architectural design or style of a building or other proposed improvement to be erected upon a Lot is compatible with the Topography and location of the Lot itself, with the best interests of The Woodlands development, and with other existing buildings or improvements within The Woodlands.

Section 12. Preservation of Existing Trees. All proposed Plans submitted to the ARC must comply with any and all requirements which may be imposed by the Metropolitan Planning Commission with respect to the preservation of existing trees and vegetation.

Section 13. Environmental Control/Erosion Control. Each Lot Owner shall be responsible for soil testing for his individual Lot to determine the suitability of the soil for construction, and each Lot Owner shall be responsible for determining the necessary construction requirements for dealing with any unstable soil existing on the Lot Owner's Lot. No development can occur in areas that require soil fill in major drainage swales. No Homeowner shall excavate or extract earth from any of the Lots for any purpose, including a business or commercial purpose. No elevation changes to a Lot shall be permitted wich will materially affect the surface grade of a Lot unless the consent of the ARC is obtained.

ARTICLE VII

INSURANCE

Section 1. The Board shall have the authority to and shall obtain insurance for the Common Area against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Area and against such other hazards and for such amounts as the Board may deem desirable. Insurable replacement cost shall be deemed the cost of restoring the Common Area to substantially the same condition in which they

existed prior to damage or destruction. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable and workmen's compensation insurance and other liability as it may deem desirable, insuring the Association, its officers, members of the Board, the Developer, the manager and managing agents of the buildings, if any, and their respective employees and agents, from liability in connection with the Common Area and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions within the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

Section 2. Each Lot Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under policies purchased by the Board.

Section 3. Each Lot Owner shall be responsible for obtaining all insurance coverage, including fire and extended coverage, with respect to his own Lot and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability (to the extent not covered by the liability insurance for all of the Lot Owners obtained as part of the common expenses as above provided).

Section 4. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board shall, with concurrence of the mortgagee(s), if any, and upon agreement with the insurance carrier(s), contract to rebuild or repair such damaged or destroyed portions of such property to as good condition as formerly existed. All such insurance proceeds shall be deposited in a bank or other financial institution, the account of which bank or institution are insured by a federal governmental agency, with the provision agreed

to by said bank or institution that such funds may be withdrawn only by signature of at least two-thirds (2/3) of the members of the Board or by an agent duly authorized by the Board. The Board shall then advertise for sealed bids from any licensed contractor and then may negotiate with said contractor, who may be required to provide full performance and payment bond for the repair, construction, or rebuilding of such property. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly existed, the Board shall levy a special assessment against all Lot Owners without the necessity of the approvals called for in Article V, Section 4.

Section 5. Unless the insurance policy shall expressly prohibit a waiver of subrogation or shall be rendered invalid by an agreement providing for a waiver of subrogation, neither the Lot Owners, their mortgagee(s), the Board, nor the insurers shall have any right of action against any other Lot Owner or the Board, it being the intention of this provision that all insurance carried for the use and benefit of any Lot Owner shall inure to protect every other Lot Owner and the Board, including the family, servants, agents, invitees, and guests of each.

ARTICLE VIII

NOTICES TO MORTGAGEES, ETC.

Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor of any deed of trust lien in any Lot and the Lot number or address, any such lien holder or eligible insurer or guarantor shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or a Lot on which there is a first deed of trust lien held, insured, or guaranteed by such eligible deed of trust lien holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by a Lot Owner subject to a first deed of trust lien held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of deed of trust lien holders.

ARTICLE IX

AMENITIES

Any Builder who has committed to purchase and develop twenty or more lots shall have the right to construct amenities (such as a swimming pool, club house and tennis courts) on any of such Lots, provided that any such amenity shall be subject to the same restrictions on construction as are generally applicable hereunder. Upon completion, any such amenity shall become Common Area subject to the common use and enjoyment of all Lot Owners; provided, however, that the Association shall have the right to charge reasonable fees in addition to the fees generally payable hereunder for the use of any such amenity by a Lot Owner, their family members or invitees.

ARTICLE X

RESTRICTIONS ON LOT USE, ETC.

The following restrictions shall be binding on Developer and all Lot Owners.

Section 1. Land Use and Building Type. No Lot shall be used except for single family residential purposes; provided, however, this shall not preclude a temporary real estate sales office. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling. All dwellings shall have full masonry or poured in place concrete with

stucco or brick veneer foundations. No exposed block or concrete foundation shall be visible above grade. Each house must have at least a two car garage with doors. Driveways and parking areas must be made of brick, concrete, or granite sets. Asphalt driveways may be allowed in the sole discretion of the ARC for certain lots upon specific application therefor by any Lot Owner. No outbuildings except open gazebos will be permitted. All plantings must be at least two feet off of the Lot line and must be of a type contained on a list to be furnished by Developer, the Board or the ARC. All structures and other improvements must be built and maintained in accordance with the approved site plan and plans and specifications therefor.

Section 2. Utilities. All utility lines, including telephone and cable television lines, must be installed underground. No Building or outbuilding may be cooled or heated by window air conditioning units.

Section 3. Dwelling Quality and Size. All dwellings shall be of high quality workmanship and materials. The total floor living area of the main structure upon any Lot, exclusive of open porches, patios, garages, and breezeways, shall be not less than 1,500 square feet of heated area.

Section 4. Building Location; Resubdivision.

(a) No building shall be located on any Lot nearer to the front lot line or nearer to any side line than the minimum building setback lines shown on the Plat. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

All other setback lines shall conform to the requirements of Subdivision Regulations of the Metropolitan Nashville Planning Commission and the Zoning Ordinance of Metropolitan Nashville.

Minimum setback requirements for each Lot have been established, but are not intended to engender uniformity. To avoid overcrowding and monotony, it is, therefore, intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas.

(b) No Lot shall again be subdivided, re-subdivided, altered, or changed, so as to provide less area than established by the Plat unless otherwise approved by the Metropolitan Planning Commission or Board of Zoning Appeals.

Section 5. Easements. Easements for the installation and maintenance of utilities, and drainage facilities are reserved as shown on the Plat and as otherwise shown by the public records. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

All Lot Owners shall permit policemen, Association security guards, firemen, garbage collectors and other public or community servants to enter their Lots to perform their duties.

Section 6. Fences and Walls. Any fences or walls shall be constructed of wood or planted shrubbery.

Section 7. Swimming Pools.

(a) Swimming pools, bath houses, and associated equipment are not allowed in the rear yard setback and may be sited in the side yard setback when siting does not interfere with the privacy of adjacent properties, as determined by ARC.

(b) No above ground pools will be permitted. No pool may have a high diving board. The ARC shall determine the permissible height of the diving board.

(c) Pool and equipment enclosures must relate to the building and other structures in terms of architectural style, placement, mass and detail.

(d) Night lighting for pools must not be directed toward any adjacent properties.

(e) Homeowners shall be responsible for complying with all building codes in constructing swimming pools.

Section 8. Garden Structures. All garden structures must be sited and built where they do not require extensive grading or tree removal. Where the overhang of a deck prevents the establishment of plant material below, soil stabilization measures must be employed to prevent erosion.

Section 9. Lighting. No exterior lighting may be directed off a Lot. Illumination necessary for evening activities must be directed downward and be only bright enough to provide for the safe traverse of steps and paths.

Section 10. Signage and Decorations. Address markers and mail boxes are restricted to those designated by the ARC. Security and other notices, such as "beware of dog", must not be made of highly reflective materials or with bright colors.

Section 11. Satellite Dishes and Solar Panels. No satellite dish may be installed on any Lot. No solar panels or collectors may be installed on the roof of a building or any structure on a Lot if such panels or collectors are visable from adjoining Lots or streets. No antennas or permanent flagpoles shall be permitted.

Section 12. Pets and Pet Facilities.

(a) Pet facilities are restricted to the rear yard, consistent with the setback requirements. Chain link fences will only be approved to enclose pen areas for household pets. The entire fence must be sufficiently screened by informal plantings to block views from adjacent properties or streets. The chain link must be painted black or black vinyl and shall be no less than three (3) feet high nor more than five (5) feet high. All pet facilities must be maintained and kept clean and free of offensive odors.

(b) No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or use. Lot Owners shall use reasonable efforts to insure that their pets at all times remain inside the boundaries of the Homeowner's Lot unless accompanied by the owners and on a leash. The Association, or any individual resident, may take appropriate measures to insure compliance with this provision, including having the animal picked up by the Metropolitan authorities.

Section 13. Preservation of Trees. No site preparation or construction work may begin on any site until tree treatment and protection measures and materials have been reviewed and approved by the ARC. All reasonable measures shall be taken to preserve trees having a diameter of six (6) inches or more measured from a point two feet above ground level.

Section 14. Maintenance. 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.

Section 15. Nuisances and Unsightly Materials. No building or other structure on any Lot shall be used for any commercial or business purpose. Each Lot Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. Boats may be stored in enclosed areas and must not be visible from neighboring Lots, streets, roads or open areas. No motorcycle, motorbike or motor scooter shall be permitted to be operated on the streets of The Woodlands except for the purpose of travel outside of the Property and such use shall be by the most direct route available. No all terrain vehicles, such as "dirt bikes", "three or four wheelers", or similar motorized vehicles, nor "go-carts", shall be permitted to be operated on any Lot or the Common Areas.

Section 16. Speeding. Any vehicle moving in excess of twenty (20) miles per hour on the streets within The Woodlands development shall be considered as speeding and the owner and/or operator of said vehicle will be subject to any fine levied by the Homeowners' Association.

Section 17. Fires and Burning. No outside fires for burning of leaves, tree limbs or for any other purpose shall be permitted on a Lot or in the Common Areas; provided, however, fires in outdoor grills for the purpose of cooking shall be permitted on a Lot.

Section 18. Temporary and Incomplete Structures. No temporary structure or incomplete structure may be used temporarily or permanently as a residence. Specifically, no tent, shack, outbuilding, barn, camper, mobile home, basement, or dwelling not substantially completed may be used.

Section 19. Signs. No signs of any kind shall be displayed to the public view on any lot, except standard signs for realty sales. Lot Owners may use other forms of media advertising for sale of Lots.

Section 20. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Incinerators shall not be used or permitted to be erected or placed on any Lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All 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 the view of neighbors or the public.

Section 21. Water Supply; Sewage Disposal . No dwelling on any Lot shall be occupied and used unless the same be connected with, and served with, water and sewerage from water and sanitary sewer supply mains.

Section 22. Roadway Construction and Acceptance. The right is expressly reserved to the Developer, his representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or

other public or private ways as now, or hereafter may be shown on the Plat, at such grades or elevations as Developer, in its sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys or public ways, Developer additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes in accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public or private roads; and no Lot Owner shall have any right of action or claim for damages against any one on account of the grade or elevation at which such road, street, alley, or way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

Section 23. Walls. Boundary walls between Lots may be made of greenery only (shrubs, bushes, trees). No walls, other than retaining walls may be constructed along the street on the front of any Lot. No retaining wall shall extend to a height greater than three (3) feet above the earth being retained.

Section 24. Other Prohibited or Restricted Activities.

(a) Outside clothes lines will not be permitted.

(b) Tennis courts and any other recreational facility will be permitted only if located in the rear yard or enclosed within the dwelling and only if built no nearer than five (5) feet to any Lot line.

(c) Junk cars may not be kept on any Lot. Moreover, except as provided in the next sentence, no Lot Owner shall permit any vehicle (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 the public streets or parking areas which are a part of the Common Area in the subdivision for more than 48 hours. Guests may park on said streets or Common Area for not more than seven days in any thirty day period. A minimum of two (2) off-street parking spaces for each residence (not counting

garages) must be provided by each Lot Owner. No undriven automobile will be permitted to remain outside of a garage for more than 30 days in any 360 day period. Any vehicle other than an automobile must be parked in a garage. Vehicles not parked in garages may not be covered in any manner.

(d) No old house may be brought onto the Property and placed or erected on any Lot.

(e) Automobiles may not be assembled, disassembled or serviced except in the garage on any Lot.

(f) Lots shall be kept clean and mowed and all dwellings shall be kept neatly painted and in good repair. Vacant lots shall be graded, seeded, and mowed regularly. In the event a Lot Owner shall fail to maintain his Lot and the improvements thereon in a manner satisfactory to the directors of the Association, and in the event such Lot Owner fails to cure such conditions or to diligently commence to cure the same within thirty (30) days after written notice of said Lot Owner's failure duly given to him by the Board of Directors, the Association may, with the approval of two-thirds of its members, enter upon the Lot and repair, maintain and restore the same. In addition to the foregoing, the Association may at any time enter upon a Lot to make any necessary emergency repairs. In the event a Lot Owner shall fail to maintain his lawn, trees and/or shrubbery, the Association may, with the approval of its Board of Directors, but without the necessity of a vote of the membership, proceed to cause the deficiency to be corrected by cutting grass, raking leaves and excess grass, pruning trees and shrubbery, and other corrective measures deemed to be necessary by the Association's directors; provided that the Lot Owner shall receive not less than ten (10) days' notice of such deficiency and an opportunity to commence to cure the same, following his first violation of this covenant, before the Association shall embark upon any such corrective work. Subsequent violations

of this tree and shrubbery maintenance covenant may be corrected without notice. Any expense of the Association pursuant to this Section shall be a lien on the Lot and bear interest at the rate of 10% per annum until paid.

All Builders are responsible for keeping the streets clean of debris for the convenience and safety of other builders and Lot Owners. No building materials may be stored on any Lot except in connection with construction in progress.

(g) No mobile home, house trailer, camper, boat or other like vehicle may be stored on any Lot. No motorcycles, motorbikes or similar vehicles shall be parked on the Property except in garages.

(h) Tour buses will not be permitted on the Property at any time.

(i) Sales of personal property on the Property by "garage sales", "patio sales" and similar sales are prohibited.

(j) Each Lot Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event there is a conflict between any provision of any such code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no

wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of those then owning the Lots has been recorded prior to the expiration of said 30-year period or any said 10-year period, as the case may be, agreeing to terminate said covenants or to modify said covenants in whole or in part at the expiration of the period in question. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners except that Developer acting alone may amend this Declaration as long as it is a Class B member. Any amendment must be recorded to be valid.

Section 4. Right of First Refusal. The right of a Lot Owner to sell, transfer or otherwise convey his Lot will not be subject to any right of first refusal or any similar restriction in favor of or benefitting the Association.

Section 5. Contracts. The Association shall not be bound either directly or indirectly to contracts or leases entered into prior to passage of control from the Developer (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after passage of control, upon not more than 90 days notice to the other party.

Section 6. Reserves for Replacement. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area. The fund is shall be maintained out of the annual assessments.

Section 7. Working Capital. A working capital fund shall be maintained for the initial months of the Property's operation equal to at least two months' assessments for each Lot. Each Lot's share of the working capital fund must be collected and tranferred to the Association at the time of closing of the sale of each Lot and maintained in an account for the use and benefit of the Association. (The purpose of the fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of annual assessments.)

Section 8. Binding Effect. This Declaration shall bind and inure to the benefit of the undersign's heirs, representatives, successors-in-title and assigns.

Section 9. Headings. Numbered and titled article and section headings and defined terms are for convenience only and shall not be construed as amplifying or limiting any of the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 24th day of AUGUST, 1987.

HARDIN SERVICE CORPORATION

By: Larry W. Th[illegible]
Title: General MANAGER

Take assis

5 8 9 6 0

IDENTIFICATION REFERENCE

AUG 25 10 30 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

EXHIBIT "A"

THE WOODLANDS - PHASE I, SECTION I
KTA #86156-B

Property Description

Being a certain tract of land located in the First (formerly the Sixth) Civil District of Davidson County, Tennessee, and described as follows:

BEGINNING at a point on the southeasterly right-of-way of Old Hickory Boulevard, said point being S 43°22'38" W, 1,574.05 feet from the most northerly corner of the Hardin Service Corporation tract record in Book 7212, page 19, R.O.D.C.T.;

Thence, S 80°40'44" E, 30.13 feet to a point;

Thence, 89.47 feet along the arc of a curve to the left, having a radius of 62.50 feet, a central angle of 82°01'04", and a chord bearing and distance of S 36°01'14" E, 82.02 feet to a point;

Thence, 237.30 feet along the arc of a curve to the right, having a radius of 337.50 feet, a central angle of 40°17'06", and a chord bearing and distance of S 56°53'13" E, 232.44 feet to a point;

Thence, 160.08 feet along the arc of a curve to the right, having a radius of 287.76 feet, a central angle of 31°52'23", and a chord bearing and distance of S 20°48'29" E, 158.02 feet to a point;

Thence, S 04°52'17" E, 383.38 feet to a point;

Thence, 250.53 feet along the arc of a curve to the left, having a radius of 300.00 feet, a central angle of 47°50'49", and a chord bearing and distance of S 28°47'41" E, 243.31 feet to a point;

Thence, S 52°43'06" E, 100.00 feet to a point;

Thence, 287.42 feet along the arc of a curve to the right, having a radius of 399.74 feet, a central angle of 41°11'51", and a chord bearing and distance of S 32°07'10" E, 281.27 feet to a point;

Thence, S 11°31'15" E, 461.44 feet to a point;

Thence, S 84°09'31" E, 571.69 feet to a point;

Thence, S 06°24'11" W, 55.94 feet to a point;

Thence, 140.72 feet along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 161°15'14", and a chord bearing and distance of S 02°58'12" E, 98.66 feet to a point;

Thence, 29.64 feet along the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 48°31'03", and a chord bearing and distance of S 53°23'54" W, 28.76 feet to a point;

Thence, 30.67 feet along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 70°17'15", and a chord bearing and distance of S 00°32'16" E, 28.78 feet to a point;

Thence, 311.08 feet along the arc of a curve to the right, having a radius of 275.00 feet, a central angle of 64°48'44", and a chord bearing and distance of S 03°16'32" E, 294.75 feet to a point;

Thence, S 29°07'50" W, 304.79 feet to a point;

Thence, 27.55 feet along the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 45°05'57", and a chord bearing and distance of S 06°34'52" W, 26.84 feet to a point;

Thence, 100.40 feet along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 115°02'44", and a chord bearing and distance of S 41°33'15" W, 84.36 feet to a point;

Thence, S 32°49'56" W, 275.09 feet to a point;

Thence, S 59°24'05" W, 116.59 feet to a point;

Thence, N 10°32'42" W, 120.00 feet to a point;

Thence, 127.93 feet along the arc of a curve to the left, having a radius of 525.31 feet, a central angle of 13°57'13", and a chord bearing and distance of S 22°09'46" W, 127.62 feet to a point;

Thence, S 15°11'09" W, 205.70 feet to a point;

Thence, 279.41 feet along the arc of a curve to the right, having a radius of 285.04 feet, a central angle of 56°09'48", and a chord bearing and distance of S 43°16'04" W, 268.35 feet to a point;

Thence, 39.27 feet along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", and a chord bearing and distance of S 26°20'58" W, 35.36 feet to a point;

Thence, S 18°39'02" E, 13.48 feet to a point;

Thence, S 71°20'58" W, 216.30 feet to a point;

Thence, 228.83 feet along the arc of a curve to the right, having a radius of 275.00 feet, a central angle of 47°40'35", and a chord bearing and distance of S 10°46'04" W, 222.28 feet to a point;

Thence, 93.70 feet along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 107°22'26", and a chord bearing and distance of N 46°51'29" W, 80.58 feet to a point;

Thence, 26.03 feet along the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 42°36'55", and a chord bearing and distance of N 14°28'44" W, 25.44 feet to a point;

Thence, 148.68 feet along the arc of a curve to the right, having a radius of 675.00 feet, a central angle of 12°37'12", and a chord bearing and distance of N 29°28'35" W, 148.38 feet to a point;

Thence, N 23°09'59" W, 120.00 feet to a point;

Thence, 305.21 feet along the arc of a curve to the right, having a radius of 1,028.34 feet, a central angle of 17°00'20", and a chord bearing and distance of N 14°39'49" W, 304.10 feet to a point;

Thence, N 06°09'39" W, 141.03 feet to a point;

Thence, 35.11 feet along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 80°28'34", and a chord bearing of N 46°23'56" W, 32.30 feet to a point;

Thence, 82.13 feet along the arc of a curve to the left, having a radius of 395.10 feet, a central angle of 11°54'39", and a chord bearing and distance of S 87°24'28" W, 81.99 feet to a point;

Thence, S 81°27'08" W, 263.74 feet to a point;

Thence, N 03°54'27" W, 145.05 feet to a point;

Thence, N 07°48'33" W, 772.67 feet to a point;

Thence, S 82°11'27" E, 234.62 feet to a point;

Thence, S 07°48'33" W, 122.29 feet to a point;

Thence, N 85°58'47" E, 722.40 feet to a point;

Thence, N 18°39'02" W, 120.00 feet to a point;

Thence, N 71°20'58" E, 120.00 feet to a point;

Thence, N 18°39'02" W, 25.27 feet to a point;

Thence, 203.47 feet along the arc of a curve to the right, having a radius of 1,635.16 feet, a central angle of 07°07'47", and a chord bearing and distance of N 15°05'09" W, 203.34 feet to a point;

Thence, N 11°31'15" W, 461.44 feet to a point;

Thence, 244.28 feet along the arc of a curve to the left, having a radius of 339.74 feet, a central angle of 41°11'51", and a chord bearing and distance of N 32°07'10" W, 239.05 feet to a point;

Thence, N 52°43'06" W, 100.00 feet to a point;

Thence, 300.63 feet along the arc of a curve to the right, having a radius of 360.00 feet, a central angle of 47°50'49", and a chord bearing and distance of N 28°47'41" W, 291.97 feet to a point;

Thence, N 04°52'17" W, 330.85 feet to a point;

Thence, 173.70 feet along the arc of a curve to the left, having a radius of 312.24 feet, a central angle of 31°52'23", and a chord bearing and distance of N 20°48'29" W, 171.47 feet to a point;

Thence, 149.12 feet along the arc of a curve to the left, having a radius of 149.12 feet, a central angle of 32°32'53", and a chord bearing and distance of N 53°01'07" W, 147.12 feet to a point;

Thence, 112.60 feet along the arc of a curve to the left, having a radius of 62.50 feet, a central angle of 103°13'34", and a chord bearing and distance of S 59°05'39" W, 97.98 feet to a point;

Thence, N 83°24'49" W, 35.98 feet to a point on the southeasterly right-of-way of Old Hickory Boulevard;

Thence, N 06°35'11" E, along said right-of-way 135.61 feet to a point;

Thence, 66.70 feet along said right-of-way and the arc of a curve to the right, having a radius of 1,397.45 feet, a central angle of 02°44'05", and a chord bearing and distance of N 07°57'14" E, 66.70 feet to the POINT OF BEGINNING containing 41.566 acres, more or less.

EXHIBIT "A"

THE WOODLANDS - PHASE I, SECTION 2
KTA #86156-B

Property Description

Being a certain tract of land located in the First (formerly the Sixth) Civil District of Davidson County, Tennessee, and described as follows:

BEGINNING at an iron pin being N 56°41'43" W, 841.95 feet from the most southerly corner of the Hardin Services Corporation tract as recorded in Book 7212, page 19, R.O.D.C.T.;

Thence, N 53°23'55" W, 301.97 feet to an iron pin;

Thence, N 47°31'28" W, 289.89 feet to an iron pin;

Thence, N 49°21'32" W, 185.46 feet to an iron pin;

Thence, N 34°26'34" W, 456.90 feet to a concrete monument near an old gate and a corner to Brentwood Oak Subdivision as recorded in Plat Book 6250, page 446, R.O.D.C.T.;

Thence, N 32°20'25" W, with the east line of said Brentwood Oak Subdivision 225.82 feet to an iron pin;

Thence, N 11°53'52" W, with said line to an iron pin;

Thence, N 03°54'27" W, with said line to a point;

Thence, leaving said line, N 81°27'08" E, 263.74 feet to a point;

Thence, 82.13 feet along the arc of a curve to the right, having a radius of 395.10 feet, a central angle of 11°54'39", and a chord bearing and distance of N 87°24'28" E, 81.99 feet to a point;

Thence, 35.11 feet along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 80°28'34", and a chord bearing and distance of S 46°23'56" E, 32.30 feet to a point;

Thence, S 06°09'39" E, 141.03 feet to a point;

Thence, 305.21 feet along the arc of a curve to the left, having a radius of 1,028.34 feet, a central angle of 17°00'20", and a chord bearing and distance of S 14°39'49" E, 304.10 to a point;

Thence, S 23°09'59" E, 120.00 feet to a point;

Thence, 148.68 feet along the arc of a curve to the left, having a radius of 675.00 feet, a central angle of 12°37'12", and a chord bearing and distance of S 29°28'35" E, 148.38 feet to a point;

Thence, 26.03 feet along the arc of a curve to the right, having a radius of 35.00 feet, a central angle of 42°36'55", and a chord bearing and distance of S 14°28'44" E, 25.44 feet to a point;

EXHIBIT "A"

Thence, 93.70 feet along the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 107°22'26", and a chord bearing and distance of S 46°51'29" E, 80.58 feet to a point;

Thence, S 10°32'42" E, 120.00 feet to a point;

Thence, N 59°24'05" E, 116.59 feet to a point;

Thence, N 49°08'13" E, 172.18 feet to a point;

Thence, N 09°04'37" E, 120.00 feet to a point;

Thence, 100.40 feet along the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 115°02'44", and a chord bearing and distance of N 41°33'15" E, 84.36 feet to a point;

Thence, 27.55 feet along the arc of a curve to the right, having a radius of 35.00 feet, a central angle of 45°05'57", and a chord bearing and distance of N 06°34'52" E, 26.84 feet to a point;

Thence, N 29°07'50" E, 304.79 feet to a point;

Thence, 311.08 feet along the arc of a curve to the left, having a radius of 275.00 feet, a central angle of 64°48'44", and a chord bearing and distance of N 03°16'32" W, 294.75 feet to a point;

Thence, 30.67 feet along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 70°17'15", and a chord bearing and distance of N 00°32'16" W, 28.78 feet to a point;

Thence, 228.83 feet along the arc of a curve to the left, having a radius of 275.00 feet, a central angle of 47°40'35", and a chord bearing and distance of N 10°46'04" E, 222.28 feet to a point;

Thence, N 71°20'58" E, 216.30 feet to a point;

Thence, N 18°39'02" W, 13.48 feet to a point;

Thence, 39.27 feet along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", and a chord bearing and distance of N 26°20'58" E, 35.36 feet to a point;

Thence, 279.41 feet along the arc of a curve to the left, having a radius of 285.04 feet, a central angle of 56°09'48", and a chord bearing and distance of N 43°16'04" E, 268.35 feet to a point;

Thence, N 15°11'09" E, 205.70 feet to a point;

Thence, 127.93 feet along the arc of a curve to the right, having a radius of 525.31 feet, a central angle of 13°57'13", and a chord bearing and distance of N 22°09'46" E, 127.62 feet to a point;

Thence, 29.64 feet along the arc of a curve to the right, having a radius of 35.00 feet, a central angle of 48°31'03", and a chord bearing and distance of N 53°23'54" E, 28.76 feet to a point;

EXHIBIT "A"

Thence, 140.72 feet along the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 161°15'14", and a chord bearing and distance of N 02°58'12" W, 98.66 feet to a point;

Thence, N 06°24'11" E, 55.94 feet to a point;

Thence, S 83°35'49" E, 397.98 feet to an iron pin;

Thence, S 81°56'32" E, 157.16 feet to an iron pin, said point also being the northwest corner of a tract of land recorded for Lester L. Turbeville as recorded in Book 5466, page 308, R.O.D.C.T.;

Thence, S 09°36'38" W, with said line 449.60 feet to an iron pin;

Thence, S 14°16'25" W, with said line 295.65 feet to an iron pin;

Thence, S 07°13'54" W, with said line 678.23 feet to an iron pin;

Thence, S 05°34'13" W, 120.99 feet to an iron pin being the southwest corner of Turbeville's said tract and the northwest corner of a tract of land recorded for Edward Quinn and Betty Sue Warner as of record in Book 4975, page 906, R.O.D.C.T.;

Thence, S 05°34'13" W, with the west line of said tract 11.12 feet to a break in the fence line;

Thence, S 10°08'59" W, with said line 124.57 feet to an iron pin;

Thence, S 05°01'43" W, with said line 146.37 feet to an iron pin;

Thence, S 51°02'19" W, leaving said line 504.77 feet to an iron pin;

Thence, S 89°54'54" W, 53.95 feet to an iron pin;

Thence, S 02°41'20" W, 82.56 feet to an iron pin;

Thence, S 50°18'52" W, 615.35 feet to the POINT OF BEGINNING containing 55.241 acres, more or less.

EXHIBIT "A"

Woodlands Phase II

PROPERTY DESCRIPTION
WOODLANDS KTA #86156F

BEING A CERTAIN TRACT OF LAND LOCATED IN THE FIRST (FORMERLY THE SIXTH) CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF OLD HICKORY BOULEVARD APPROXIMATELY 2,086 FEET FROM THE INTERSECTION OF AMALIE DRIVE, SAID POINT ALSO BEING THE NORTHERN MOST CORNER OF ROBERT T., WM. B. PHILLIPS & BETTY PHILLIP HAGAN TRACT RECORD IN BOOK 5224, PAGE 711, R.O.D.C.T.;

THENCE, CONTINUING WITH THE RIGHT-OF-WAY OF OLD HICKORY BOULEVARD 784.95 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,181.00 FEET, A CENTRAL ANGLE OF 38°04'54" AND A CHORD BEARING AND DISTANCE N25°37'39"E, 770.58 FEET TO A POINT;

THENCE, CONTINUING WITH SAID RIGHT-OF-WAY N06°35'11E 36.69 FEET TO A POINT, SAID POINT ALSO BEING THE PROPOSED RIGHT-OF-WAY OF WOODLAND AVENUE;

THENCE, S83°24'49"E 35.98 FEET TO A POINT;

THENCE, 112.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT OF SAID CURVE HAVING A RADIUS OF 62.50 FEET, A CENTRAL ANGLE OF 103°13'34" AND A CHORD BEARING AND DISTANCE OF N59°05'39"E 97.98 FEET TO A POINT;

THENCE, 149.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 262.50 FEET, A CENTRAL ANGLE OF 32°32'53" AND A CHORD BEARING AND DISTANCE OF S53°01'07"E 147.12 FEET TO A POINT.

THENCE, 173.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 312.24 FEET, A CENTRAL ANGLE OF 31°52'23" AND A CHORD BEARING AND DISTANCE OF S20°48'29E'171.47 FEET TO A POINT;

THENCE, S04°52'17"E 330.85 FEET TO A POINT;

THENCE, 300.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 47°50'49" AND A CHORD BEARING AND DISTANCE OF S28°47'41"E 291.97 FEET TO A POINT;

THENCE, S52°43'06"E 100.00 FEET TO A POINT;

THENCE, 244.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 339.74 FEET, A CENTRAL ANGLE OF 41°11'51" AND A CHORD BEARING AND DISTANCE OF S32°07'10"E 239.05 FEET TO A POINT;

THENCE, S11°31'15"E 461.44 FEET TO A POINT;

THENCE, 203.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 1,635.16 FEET, A CENTRAL ANGLE OF 07°07'47" AND A CHORD BEARING AND DISTANCE OF S15°05'09"E 203.34 FEET TO A POINT;

THENCE, S18°39'02"E 25.27 FEET TO A POINT;

EXHIBIT "A"

THENCE, LEAVING SAID RIGHT-OF-WAY AND WITH THE NORTH LINE OF THE PROPOSED WOODLANDS SUBDIVISION PHASE I S71°20'58"W, 120.00 FEET TO A POINT;

THENCE, S18°39'02"E, 120.00 FEET TO A POINT;

THENCE, S85°58'47"W, 722.40 FEET TO A POINT;

THENCE, N07°48'33"E, 122.29 FEET TO A POINT;

THENCE, N82°11'27"W, 234.62 FEET TO A POINT;

THENCE, N07°48'33"E, 337.33 FEET ALONG THE EASTERLY LINE OF BRENTWOOD OAKS RECORDED IN PLAT BOOK 6250, PAGE 446, TO A POINT;

THENCE, N80°55'27"W, 90.64 FEET TO AN OLD IRON ROD;

THENCE, N79°31'27"W, 217.24 FEET TO AN OLD IRON ROD;

THENCE, N83°29'27"W, 164.78 FEET TO AN OLD IRON ROD;

THENCE, N11°56'27"W, 133.72 FEET TO AN OLD IRON ROD, THIS POINT BEING THE SOUTHWEST CORNER OF THE "OLD QUARRY" AS RECORDED TO ROBERT T. PHILLIPS, WILLIAM B. PHILLIPS AND BETTY HAGAN IN BOOK 5224, PAGE 711 (POINT ON ROCK NOT FOUND);

THENCE, N69°08'26"E, 400.00 FEET TO AN IRON PIN SET;

THENCE, N12°06'21"W PASSING AN IRON PIN AT 370.00 FEET FOR A TOTAL OF 370.32 FEET TO THE POINT OF BEGINNING CONTAINING 33.59 ACRES.

EXHIBIT "B"

MDSWP82 8/6/87 CR

BY-LAWS
OF
THE WOODLANDS HOMEOWNERS' ASSOCIATION

ARTICLE I
DEFINITIONS

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

Section 1. "Association" shall mean The Woodlands Homeowners' Association, a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property.

Section 2. "Board of Directors" shall mean the Board of Directors of the Association as described in Article IV hereof.

Section 3. "Charter" shall mean the charter of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Lot Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is that described in the Declaration.

Section 5. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for The Woodlands recorded in the Register's Office for Davidson County, Tennessee.

Section 6. "Developer" shall mean Hardin Service Corporation, a Texas corporation, its successors and assigns.

Section 7. "Lot" shall mean any numbered lot shown on the Plat.

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

Section 9. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 10. "Plat" shall have the meaning given it in the Declaration.

Section 11. "Property" shall have the meaning given it in the Declaration.

ARTICLE II

NAME AND LOCATION

The name of the Association is The Woodlands Homeowners' Association. The principal office of the Association shall be located at 404 BNA Drive, Building 100, Suite 302, Nashville, Tennessee 37217 but meetings of members and directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

EXHIBIT "B"

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

EXHIBIT "B"

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. Unless a ballot vote is demanded prior to voting, voting shall be by voice or showing of hands. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease after eleven (11) months of its writing or upon conveyance by the Member of his Lot.

Section 6. Corporate Members. Corporate members may vote through the corporation's president or the president's appointed officer.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors, who shall be members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one director for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the Members shall elect as many directors for a term of three years as are required to fill the Board for the ensuing year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved

shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors shall be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot conducted by mail. The Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Charter or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent

from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments or other charges are not paid within thirty (30) days after due date or to bring an action at law for said assessments and charges (together with reasonable attorneys'

fees and costs of collection, for which the defendant in any such action shall be liable) against the Lot Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability, hazard, and other insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) cause the Common Area and the front yards of Lots 1-18 to be maintained.

(h) perform such other duties as are set forth in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

EXHIBIT "B"

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perfirm such other duties as required by the Board.

EXHIBIT "B"

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

Current copies of the Declaration, these By-Laws, and other rules concerning the Property, and the books, records and financial statements of the Association shall be available for inspection by any Member or to the holder, guarantor or insurer

of any first mortgage at the principal office of the Association. For purposes of this paragraph, "available" shall mean available for inspection, upon request, during normal business hours. Copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the rate of ten (10%) per annum. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

EXHIBIT "B"

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Charter and these By-Laws, the Charter shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.