PREPARED BY: CENTEX HOMES, a Nevada G.P.

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DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

MOUNTAIN VIEW

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DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
MOUNTAIN VIEW

This Declaration is made as of the 16TH day of APRIL, 1997 by CENTEX HOMES, a Nevada general partnership ("Declarant") with reference to the following facts:

RECITALS

A. Declarant is the owner of the Property.

B. Declarant is also the owner of the Additional Property and the Northeast Parcel.

C. Declarant may, in its sole discretion and without the obligation, by one or more supplemental filings pursuant to the provisions of Section 16.01(A) of this Declaration, make all or any portion of the Additional Property subject to this Declaration and part of the Project.

D. Declarant intends to improve the Property as a planned development by dividing the Property into Lots appropriate for single-family dwellings.

E. Declarant intends to develop the Project in multiple stages under a common scheme and general plan for the improvement and maintenance of the Project as generally reflected by the Site Plan.

F. For this purpose, Declarant intends to subject the Property (and any portion of the Additional Property or other additional property as shall, from time to time, be annexed to the Project in accordance with the provisions of this Declaration) to the covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth in this Declaration, for the benefit of the Project and the future owners thereof.

G. Declarant intends to develop or cause Declarant's successor to develop the Northeast Parcel as a separate development from the Project and intends to subject the Northeast Parcel to this Declaration solely for the limited purposes set forth in Article 17 of this Declaration.

H. Declarant deems it desirable for the management and administration of the planned development and for the preservation of the values and amenities of the planned development to incorporate the Mountain View Homeowners Association, Inc. as a non-profit corporation under the laws of the State of Tennessee for the purposes of administering and enforcing the limitations, covenants, conditions, restrictions, easements, liens and equitable servitudes created by or imposed in accordance with the provisions hereof, collecting and disbursing the assessments and charges imposed in accordance with the provisions hereof, and exercising such other powers as may be authorized by this Declaration, by law, or by its Articles of Incorporation and Bylaws.

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE 1
DEFINITIONS

The following terms shall have the following meanings when used in this Declaration:

1.01. Additional Property. "Additional Property" means that certain real property located in Davidson County, Tennessee, consisting of approximately _____ acres, all or a portion of which may be made subject to this Declaration and annexed into the Project pursuant to the provisions of Section 16.01(A) of this Declaration, the legal description of which is set forth on Exhibit "B".

1.02 Articles. "Articles" means the Articles of Incorporation of the Association attached as Exhibit G, including any amendments thereto.

1.03. Association. "Association" means the Mountain View Homeowners Association, Inc., a Tennessee non-profit corporation, its successors and assigns.

1.04. Board. "Board" means the Board of Directors of the Association.

1.05. Builder. "Builder" means any Person who purchases one or more Lots from Declarant for the purpose of constructing a Home thereon for later sale to consumers in the ordinary course of such Person's business and who is designated as a Builder by Declarant by an instrument recorded in the official records of the County.

1.06. Bylaws. "Bylaws" means the Bylaws of the Association, attached as Exhibit H including any amendments thereto.

1.07. City. "City" means the City of Nashville, Tennessee.

1.08. Committee. "Committee" means the architectural control committee established and empowered as provided in Article 14 hereof.

1.09. Common Area. "Common Area" means all property, whether improved or unimproved, real and personal, or any easement, use right, maintenance obligation, or other property right or obligation therein, owned or held by the Association for the common use, enjoyment, or obligation of its Members, including without limitation (i) the Open Space Areas and the Stormwater Detention Areas, (ii) any Project screening or decorative wall designated for common maintenance by Declarant, (iii) any Project entrance monuments, right-of-way landscaping, irrigation systems, drainage facilities, detention ponds, and such other Improvements and facilities lying within any easements for the benefit of the Association or lying within dedicated public easements or rights-of-way adjacent to the Project as may be designated by the City or County for Association maintenance or as deemed appropriate by the Board for the preservation, protection and enhancement of the Project.

1.10. Completion of Sales. "Completion of Sales" means the earlier of (1) conveyance of all Lots in the Project to purchasers other than a successor Declarant or Builder hereunder or (2) expiration of six (6) years from the closing of the first sale of a Lot; provided, however, if Declarant is delayed in developing the Project, constructing Improvements or selling Lots and dwellings due to strikes or work stoppages; shortages of materials, supplies, fuel, power, or energy; moratoria or suspensions on issuance of land use permits and approvals or affecting the availability of water, sewer, power or other utilities or necessary services; inclement weather; civil strife; major disaster or other cause beyond Declarant's reasonable control, the time periods shall be extended by the period of any such delay.

1.11. County "County" means Davidson County, Tennessee.

1.12. Declarant. "Declarant" means Centex Homes, a Nevada general partnership, and any successor or assign to whom Centex Homes assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the County.

1.13. Declaration. "Declaration" means this Declaration and all amendments or supplements hereto.

1.14. Development Plan. "Development Plan" means the development plan proposed by Declarant for the Property, as such may be updated or amended from time to time by Declarant with the approval of the applicable governmental authorities. The current Development Plan is reflected by the plan entitled "Mountain View, Nashville, Davidson County, Tennessee, Overall Site Plan", a copy

of which is attached hereto as Exhibit "D" and incorporated herein by this reference (the "Site Plan"). The Site Plan also show the current proposed development plan for the Northeast Parcel. The Site Plan may be updated or amended from time to time, to reflect the then current Development Plan for the Property.

1.15. Final Plat. "Final Plat" means a final subdivision plat approved by the City and the County, for any portion of the Property which is recorded in the public records of the County.

1.16. Home. "Home" means a residential dwelling unit constructed upon a Lot within the Project intended as an abode for one family.

1.17. Improvement. "Improvement" means any building, fence, wall, patio area, driveway, walkway, landscaping, antenna, sign, mailbox, pool, tennis court, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, any portion of the Project or any change, alteration, addition or removal of any such structure or improvement other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same.

1.18. Lot. "Lot" means any numbered lot or plot of land, together with any Improvements thereon, as delineated by any Final Plat, which contains or is intended to contain a Home.

1.19. Member. "Member" means a member of the Association.

1.20. Mortgage. "Mortgage" means a mortgage or deed of trust which constitutes a first lien upon a Lot given to a bank, savings and loan association or other institutional lender for the purpose of securing indebtedness incurred to purchase or improve a Lot.

1.21. Mortgagee. "Mortgagee" means the holder of the beneficial interest in any Mortgage.

1.22. Northeast Parcel. "Northeast Parcel" means that certain real property located in Davidson County, consisting of approximately 37.16± acres, all of which is intended to be developed separately from the Project as reflected by the Site Plan, the legal description of which is attached to this Declaration as Exhibit "C".

1.23. Northeast Parcel Owner. "Northeast Parcel Owner" means any record owner of fee simple title to all or a portion of the Northeast Parcel.

1.24. Notice and Opportunity for Hearing. "Notice and Opportunity for Hearing" means giving at least fifteen (15) days'

prior notice of a proposed action and the reasons therefor, and an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the effective date of the proposed action.

1.25. Open Space Areas. "Open Space Areas" means the real property and any Improvements thereon located within those portions of the Project designated as "Open Space" or "Common Area" on a Final Plat, as generally reflected by the Site Plan.

1.26. Owner. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, and shall include Declarant and any Builder as to any Lot owned by them. "Owner" shall not include any person or entity who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.

1.27. Prior Declaration. "Prior Declaration" means that certain Declaration of Covenants, Conditions and Restrictions for Mountain View dated May 15, 1996, recorded in Book 10053, Page 239 in the Register's Office of Davison County, Tennessee, which imposes certain building and use restrictions upon the Property, the Additional Property and the Northeast Parcel.

1.28. Person. "Person" means an individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.29. Project. "Project" means the planned development known as Mountain View which shall be developed and constructed on the Property, and on so much of the Additional Property as shall from time to time be annexed thereto and made subject to this Declaration in accordance with the provisions of this Declaration.

1.30. Property. "Property means that certain real property located in Davidson County, Tennessee, consisting of approximately _____ acres of land, the legal description of which is set forth on Exhibit "A" attached to this Declaration, and any additional property annexed pursuant to the provisions of Section 16.01 of this Declaration.

1.31. Rules and Regulations. "Rules and Regulations" means reasonable and nondiscriminatory rules and regulations as may be adopted from time to time by the Association.

1.32. Stormwater Detention Areas. "Stormwater Detention Areas" means the real property and any Improvements thereon located within those portions of the Project designated as a "Stormwater Detention/Common Area" on a Final Plat, as generally reflected by the Site Plan.

1.33. Total Planned Lots. "Total Planned Lots" means the total number of Lots planned for the Property by the Development Plan as such may exist from time to time and as reflected by the Site Plan as such is updated from time to time to reflect the then current Development Plan.

1.34. Total Property. "Total Property" means collectively, the Property, the Additional Property and the Northeast Parcel.

1.35. Turnover Date. "Turnover Date" shall mean and refer to the earlier of (i) three (3) months after seventy-five percent (75%) of the Total Planned Lots have been improved with a Home and conveyed to an Owner other than a successor Declarant or Builder for use as a primary residence, or (ii) (a) the date on which Declarant records in the County land records a document relinquishing its control of the Association to the members at large.

1.36. Voting Power. "Voting Power" means the total number of votes held by Members (in a class of Members of the Association, or of Members other than Declarant, as the case may be) whose membership at the time the determination of voting power is made has not been suspended in accordance with the provisions of this Declaration or the Rules and Regulations. Voting Power shall be computed by including all such Members whether or not such Members are present in person or by proxy at a meeting. All voting specifications and requirements shall apply to the entire Project.

ARTICLE 2
SUBMISSION AND TERM

2.01. Effect of Prior Declaration. The Prior Declaration provided that at any time following Declarant's acquisition of the Total Property, Declarant could terminate the Prior Declaration and record a new declaration in the public records of Davidson County, provided certain provisions of the Prior Declaration were incorporated into the new declaration. Rather than terminate the Prior Declaration, Declarant intends for the Total Property to remain subject to the Prior Declaration, but in the event of any conflict between the terms and provisions of the Prior Declaration and the Declaration as to the Property (and so much of the Additional Property as shall from time to time be annexed into the Project and made subject to this Declaration in accordance with the provisions of this Declaration), this Declaration shall control. Because the Northeast Parcel is subject only to the terms and provisions of Article 17 of this Declaration and is not subject to the use and building restrictions and requirements set forth in Article 7 and Article 14 (or any other provision of this Declaration other than Article 17), the Prior Declaration shall continue in full force and effect without modification as to the Northeast Parcel.

2.02. Submission. The Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein, all of which are declared to be (i) in furtherance of a common scheme and general plan for the development, improvement and maintenance of the Project and (ii) for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Project. All of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein shall run with, be binding upon and inure to the benefit of the Property, shall be binding on and inure to the benefit of each and every person having or acquiring any right, title or interest in the Project, shall be binding upon and inure to the benefit of the successors in interest of such persons, and shall inure to the benefit of the Association, its successors and assigns.

2.03. Incorporation of Declaration Into Instruments. Any deed or other instrument by which a Lot is conveyed shall be subject to the provisions of this Declaration and shall be deemed to incorporate the provisions of this Declaration, whether or not the deed makes reference hereto.

2.04. Term. This Declaration shall remain in force for a term of thirty (30) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless sooner terminated by the affirmative vote of seventy-five percent (75%) of the total Voting Power of the Association and the written consent of seventy-five percent (75%) of the Mortgagees.

ARTICLE 3
COMPLIANCE WITH MANAGEMENT DOCUMENTS

3.01. Compliance with Declaration and Other Documents. Each Owner, resident or tenant of a Lot shall comply with the provisions of this Declaration, the Bylaws, Rules and Regulations duly adopted by the Association, decisions and resolutions of the Association and its duly authorized representative, all as may be amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief.

3.02. Resolution of Conflicts Between Documents. Each Owner covenants and agrees that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws and Rules and Regulations duly adopted by the Association. If there are any matters of conflict or inconsistencies in the Bylaws, Articles and this Declaration, then

the provisions of the Declaration shall prevail. In the event that anything shown on a Final Plat for all or any portion of the Project is in any way inconsistent with provisions of this Declaration, then the provisions of this Declaration shall prevail. If a dispute arises among Owners in regard to the administration of the Project, then the provisions of this Declaration shall prevail.

ARTICLE 4
PROPERTY RIGHTS

4.01. Common Area Easements. Each Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area and of access to and from his Lot over any streets comprising a portion of the Common Area (if any). The foregoing rights and easements in and to the Common Area shall be appurtenant to and shall pass with the title to a Lot, subject to the following rights and restrictions:

(A) The right of the Association to grant easements and to dedicate or otherwise convey all or any part of the Common Area as provided in this Declaration;

(B) The right of the Association to borrow money to improve, repair, restore and reconstruct the Common Area and to place liens on the Common Area and otherwise encumber the Common Area for such purposes, subject to the approval of Members and Mortgagees as otherwise provided in this Declaration;

(C) The right of the Association to adopt Rules and Regulations governing use and enjoyment of the Common Area; and

(D) Easements for ingress, egress, use and enjoyment over, in, to and throughout the Common Area for the benefit of Declarant.

4.02. Delegation. Any Owner may delegate his rights of use and enjoyment of the Common Area and any facilities thereon to the members of his family or household residing on his Lot and to his guests and invitees while he is in possession of his Lot, subject, however, to reasonable restrictions imposed by the provisions of this Declaration, the Bylaws and the Rules and Regulations. Provided the notice required by Section 4.03 of this Declaration has first been given to the Association, a tenant of an Owner, while residing on such Owner's Lot, shall be entitled to use and enjoy the Common Area and any facilities thereon and to delegate rights of use and enjoyment in the same manner as if such tenant were the Owner of such Lot. No such delegation shall release an Owner from his obligations hereunder, including, without limitation, the obligation to pay regular and special assessments. Upon request, each Owner or tenant shall notify the Secretary of the Association of the names of all persons to whom such Owner or

tenant has delegated any rights of use and enjoyment of the Common Area and the relationship that each such person bears to such Owner or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as the rights of Owners.

4.03. Tenants.

(A) No Owner shall lease or rent less than an entire Lot and no more than one family shall live in the Home constructed on any one Lot. Subject to Section 7.32., the Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than ninety (90) days. Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of this Declaration, the Bylaws, and the Rules and Regulations.

(B) In the event an Owner shall rent or lease his Lot such Owner shall immediately give to the Association in writing:

(1) the name of the tenant and the Lot rented or leased;

(2) the current address of such Owner;

(3) a true and complete copy of the lease or rental agreement; and

(4) the certification of the Owner that the tenant has been given a copy of this Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant.

(C) In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

4.04. Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area as may be adjacent thereto and between adjacent Lots for the flow of rainwater from gutters and downspouts; provided, however, that no such easement shall unreasonably

interfere with the use and enjoyment of the Common Area, or any adjacent Lot. If any Common Area, or Lot encroaches upon a Lot because of the placement, construction, reconstruction, repair, movement, settling or shifting of the Improvements constructed, reconstructed or repaired in accordance with the provisions of this Declaration, an easement for the encroachment and for its maintenance shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between the Common Area and the Lot or between Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall such an easement exist for willful encroachments. If any Lot Improvement encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, an easement for the encroachment and for its maintenance shall exist so long as it remains.

4.05. Utility Easements.

(A) Easement for installation and maintenance of utilities, stormwater retention, detention ponds and open space areas are reserved as may be shown on a Final Plat. In addition to the platted easements, each Lot shall be subject to a five foot (5') drainage easement for the flow of stormwater runoff and drainage purposes along the side boundary lines of each Lot for the benefit of the Association and each of the Owners, including reasonable rights of access for persons and equipment to install, construct, maintain, alter, inspect, remove, relocate and repair any facilities or Improvements. Any easements for installation, maintenance, use or repair of public utilities or drainage facilities shall be kept free of buildings, and within such easements no structure shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, use or repair of such public utilities or drainage facilities, or which may damage, interfere, or change the direction or flow of drainage in the easements. All such easements at all times shall be accessible to Declarant until the Project is completed and at all times shall be accessible to all persons installing, repairing, using or maintaining such utilities and drainage facilities.

(B) As long as a two-class voting structure is in effect, Declarant hereby reserves the right to grant perpetual, nonexclusive easements limited to the front ten (10) feet of each Lot and the rear ten feet of each Lot and the side (5) five feet of each Lot for the benefit of Declarant or its designees, and perpetual non-exclusive easements upon, across, over, through and under any portion of the Common Area for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to

retain title to any and all pipes, lines, cables or other improvements installed on or in such easements.

4.06 Northeast Parcel Easement. Declarant hereby reserves a non-exclusive easement over, under, across and upon the Open Space Areas and the Stormwater Detention Areas for the benefit of the Northeast Parcel for the purpose of using the Open Space Areas and the Stormwater Detention Areas for drainage, stormwater retention/detention or other stormwater control purposes as more fully set out in Section 17.01 of this Declaration. In accordance with the terms and provisions of Article 17, the Northeast Parcel Owner (or Owners) shall reimburse the Association for a share of the cost of maintaining the Open Space Areas and the Stormwater Detention Areas.

4.07. Declarant's Easement to Correct Drainage. Declarant hereby reserves for the benefit of Declarant a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

4.08. No Subdivision of Lots; No Time-Sharing. There shall be no further subdivision or partition of any Lot nor shall any Owner or any other person acquiring any interest in a Lot seek any partition or subdivision thereof. There shall be no time-sharing or other co-ownership which allows multiple Owners sequential possessory interests in a Lot.

4.09. Sale of Common Area. Except as otherwise provided in this Declaration, no sale, transfer, dedication, hypothecation, partition, subdivision, abandonment, release or alienation of the Common Area shall occur or be valid, whether by act or omission of the Association, without (i) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of each class of Members of the Association, or (ii) if a two-class voting structure is not in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant.

4.10. Rules and Regulations. The Association, through the Board, shall have the right to adopt, publish and enforce Rules and Regulations governing the Project, and the use and enjoyment of the Common Area and any facilities thereon, and the personal conduct

thereon of the Owners, their guests, invitees, members of their families or households and tenants, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Such Rules and Regulations as to the Common Area shall be binding upon all Owners, occupants, invitees, and licensees, if any, until and unless revised or canceled by the Board or overruled, canceled, or modified in a regular or special meeting of the Association by (i) if a two-class voting structure is in effect, by the vote or written consent of sixty-seven percent (67%) of the total Voting Power of each class of Members of the Association, or (ii) if a two-class voting structure is not in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant.

4.11. Enforcement. The Association shall have the right, after Notice and Opportunity for Hearing, to levy fines for infraction of the provisions of this Declaration or the Rules and Regulations, provided (i) the Member shall have been warned in writing of a previous infraction within the preceding one (1) year, and (ii) the fine conforms to the provisions of Section 9.12.

4.12. Association Easements.

(A) The Association is granted the right and easement to maintain, repair, replace and reconstruct any Project screening wall in substantially the same location as originally installed. Such easement rights shall include the right of access upon and across any portion of the Project as may be reasonably necessary to allow the performance of any such maintenance, repair, replacement, or reconstruction to any portion of such screening wall.

(B) The Association is granted the right and easement to maintain, repair, replace and reconstruct any Project entrance monument and related facilities, including without limitation, landscaping, lighting, and irrigation systems, in substantially the same location as originally installed. Such easement rights shall include the right of access upon and across any portion of the Project as may be reasonably necessary to allow the performance of any such maintenance, repair, replacement, or reconstruction to any portion of such entrance monument easement area.

(C) The Association is granted the right and easement to enter upon any easement area granted, dedicated or reserved for the benefit of the Association, to maintain, repair, replace and reconstruct any Improvements or other facilities within such easement area.

ARTICLE 5
COMMON AREA EASEMENTS AND RIGHTS OF WAY; ENCUMBRANCES

5.01. Dedications. The Association shall have the power to grant easements in, on, over, through and across the Common Area for any public or quasi-public improvements or facilities and their appurtenances, including, without limitation, street, sewer, drainage, water, gas and sprinkler improvements and facilities, provided (i) any such easement does not unreasonably interfere with the use and enjoyment of the Common Area, or any Lot and (ii) the prior written consent of Declarant shall be obtained so long as Declarant owns any Lot. Each Owner, by accepting a deed to a Lot, expressly grants to the Association an irrevocable power of attorney for the purpose of granting such easements in, on, over, through and across the Common Area. The President or other duly designated officer of the Association may execute, acknowledge and record in the official records of the County a certificate stating that the Board is the attorney in fact for the Owners for the purpose of such grant and that such power of attorney is properly exercisable in accordance with this Declaration. The acts of the Board in exercising its power of attorney shall be conclusively binding on all Owners. The power of attorney herein granted shall include authority to do such acts incidental to such grant and to incur such expenses as may be necessary or convenient in connection therewith. The Board, by resolution, shall instruct the appropriate officers of the Association to make, execute and deliver on behalf of any Owner, as his interest may appear, any and all instruments, certificates and documents, including but not limited to, releases, waivers, deeds, escrow instructions and conveyances of every kind and nature, as may be deemed necessary or convenient for such dedication or grant.

5.02. Encumbrances. The Association shall have the right to borrow money to improve, repair, restore and reconstruct the Common Area and to place liens on the Common Area and otherwise encumber the Common Area for such purposes (i) if a two-class voting structure is in effect, upon the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members of the Association, or (ii) if a two-class voting structure is not in effect, upon the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant.

ARTICLE 6
COMMON AREA AND LOT MAINTENANCE

6.01. Maintenance by Association. The Association shall repair and maintain the Common Area and any Improvements, utilities and facilities located on the Common Area. The Association's maintenance obligation shall arise upon the filing with the

Association by Declarant of a notice of completion of Common Area Improvements or any portion thereof, and the commencement of annual assessments against the Owners.

6.02. Maintenance by Owners. Each Owner, at all times, shall maintain, repair and otherwise be responsible for his Lot and the Improvements thereon. Without limiting the generality of the foregoing, and subject to the requirements of Article 15 of this Declaration, an Owner shall be responsible for replacement and reconstruction of Improvements on his Lot required because of damage or destruction by fire or other casualty, and each Owner shall maintain, repair and replace the surface and subsurface drainage facilities and appurtenances located on his Lot as may be necessary to maintain good and proper drainage of the Lot and other real property in the vicinity, except for such facilities the maintenance of which has been assumed by the Association, or by the City, County or other governmental entity. If any Owner, after Notice and Opportunity for Hearing, fails to maintain, repair and replace such drainage facilities and appurtenances as required herein, the Association, at the expense of such Owner, shall maintain, repair or replace such drainage facilities and appurtenances at the sole cost and expense of such Owner, and the Board, without the vote or written consent of Members, may levy a special assessment against such Owner to obtain reimbursement therefor as provided in Section 9.07.

No Improvement shall be placed or permitted to remain on any Lot which may damage or interfere with the use, maintenance, repair or replacement of such drainage facilities and appurtenances and no Owner shall do any work, construct any Improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Lots, the Common Area, as established in connection with the approval of the Final Plat or Plats applicable to the Project by the City, except to the extent such alteration in drainage pattern is approved in writing by the Association and all public authorities having jurisdiction. All such drainage facilities and appurtenances shall at all times be accessible to Declarant until the Project is completed and at all times shall be accessible to the Association and all persons installing, using, maintaining, repairing or replacing such drainage facilities and appurtenances. Declarant may from time to time present for recordation in the official records of the County instruments showing approximate locations of subsurface storm drainage facilities and of subsurface groundwater drainage facilities. If for any reason any such instrument is not accepted for recording, Declarant may deliver such instrument to the Association, and the Association shall maintain the same as part of its permanent records. In either event, each Owner shall be deemed to have notice of the location of such drainage facilities as may be shown in such instrument.

6.03. Negligence. The cost of repair or replacement of any Improvement to be maintained and kept in repair by the Association, which repair or replacement is required because of the act or omission of any Owner, shall be the responsibility of and paid for by such Owner.

6.04. Right to Enter. After reasonable notice to the occupant, the Association or its agents shall have access over and upon any Lot when necessary in connection with any repair, maintenance, or replacement of Improvements for which the Association is responsible or for the enforcement of this Declaration, and each Owner shall accept title to his Lot subject to such right of access of the Association or its agents.

6.05. Conveyance of Common Areas to Association by Declarant. Declarant shall have the right to convey title to any portion of the Property owned by it, or any easement or interest therein, to the Association as a Common Area, and the Association shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the County.

ARTICLE 7
USE RESTRICTIONS

In addition to the restrictions set forth in Article 14 below, the following apply to the Project:

7.01. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any Owners. Such nuisance shall include, but not be limited to, the use of power tools generating noise which can be heard beyond the boundary of a Lot between the hours of 9:00 P.M. and 7:00 A.M. No owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other residence which would be in violation of any law.

7.02. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

7.03. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant or any Builder to use

trailers or outbuildings as sales offices, construction offices or material storage facilities.

7.04. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Home, fence or other Improvement upon such Lot so as to be visible from public view except the following:

(A) For Sale Signs. An Owner may erect one (1) sign not exceeding 3' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

(B) Declarant's Signs. Signs or billboards may be erected by the Declarant.

(C) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

7.05. Campers, Trucks, Boats, Commercial and Recreational Vehicles. No boat, trailer, recreational vehicle, commercial vehicle with more than two (2) axles, camper or camper truck shall be parked, stored or left (a) on any part of the Common Area or the Private Streets, (b) in any driveway or (c) on any other part of a Lot unless the same are fully enclosed within the garage located on the Lot, or are kept behind the front line of the house on the Lot and behind an approved fence no less than six (6) feet in height and which fully screens them from the view of the public walking by such Lots. In the event a Lot Owner is required by his or her employer to bring a commercial vehicle home, then that Lot Owner must obtain a waiver of this restrictive covenant from the Board pursuant to such requirements as the Board shall deem appropriate. Any automobile, motorcycle or truck shall be parked, stored or left wholly within the garage located upon the Lot, except to the extent a garage is already occupied to capacity, in which case such vehicle may be parked in the driveway. This restriction shall not apply to sales trailers, construction trailers, or other vehicles which may be used by Declarant and its agents and contractors in the conduct of their business. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living or dwelling area within the Property. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway or front, side or back yard of a Lot. Such repair and maintenance work shall be confined to the garage and done in such a manner as to allow the garage door to be closed.

7.06. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, than no more than three (3) adult animals may be kept on a single Lot except for newborn offspring of such household pets which are under nine (9) months of age. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws).

7.07. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. 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. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

7.08. Sight Distance at Intersections. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the intersecting street curb lines and a line connecting them at points twenty-five (25) feet from the intersection of the street curb lines or extensions thereof shall be placed, planted or permitted to remain on any corner Lots. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a curb line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7.09. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Area or on any easement, or while in use for maintaining the Common Areas. In order to enhance the aesthetic image of the community and to create a safer community for children, Owners are requested not to park vehicles, trailers, implements or apparatus in the street and whenever possible to park such in the garage or driveway on the subject Owner's Lot.

7.10. Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except for construction offices, model homes and sales offices as set forth herein. Nothing in this 7.10

shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring, giving music or art lessons, or operating a day care center, so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owner's use and enjoyment of their residences and yards.

7.11. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the Committee. Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling and no more than one (1) outbuilding shall be permitted on each Lot.

7.12. Fences.

(A) Fences in General. All fences and non-retaining walls shall be located at or behind the rear corners of the house. Privacy and pool fencing shall be located inside the setback lines. However, on a corner lot, privacy or perimeter fencing may project to the secondary front yard setback provided the fence does not extend beyond a line parallel to the rear of the home. (See Exhibit E.) No fence or wall shall be constructed in the front yard of any lot, except for fences erected in conjunction with model homes, sales offices or construction trailers. Except for any project entry monument, screening wall, retaining wall or fence installed by the declarant which are expressly excluded from the restrictions in this Article 7, all fences constructed require prior written consent of the committee. Chain link or other similar metal fencing is expressly prohibited. Perimeter fencing and privacy fencing around patios, decks or pools may not exceed six (6) feet in height. Privacy fencing, picket fencing and invisible fencing described in Exhibit "E" attached hereto and incorporated herein by reference may be used. Security or safety fences at or enclosing public utilities are exempt from the guidelines.

(B) Pool Fences. It shall be a requirement within the Property that any pool constructed within the Property, shall be surrounded by a non-climbable perimeter fence of at least five (5) feet in height and equipped with a self-closing mechanism on all gates. The design for swimming pool construction must be submitted to the Committee for prior approval, and said approval will not be given unless the plans therefore include a perimeter fence in compliance with this section. The minimum fence requirements contained in Section 7.12(A) shall apply to any pool fences

constructed within the Property. The foregoing limitation shall not alter, affect or exempt any requirement or limitations imposed by any law, regulation, ordinance or statute.

7.13. Vegetation. No weeds or vegetation, of any kind whatsoever shall be placed or permitted to accumulate on any Lot or any portion of the Property which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity. Grass, hedges, shrubs, vines and mass planting of any type on any Lot or any portion of the Property shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot and replacements of equal quality or value promptly installed.

7.14. Antennae, Satellite Dishes and Solar Collectors.

(A) Solar Collectors. No Owner may erect or maintain a solar collector panel or similar equipment upon any Lot unless such apparatus is approved by the Committee.

(B) Antennae and Satellite Dishes. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar apparatus or equipment unless: (i) such apparatus is one (1) meter or less in diameter, (ii) the apparatus is screened from public view and located behind the Home either in the rear yard or affixed to the rear roof, (iii) the apparatus is not visible while standing at any point along the property boundary line in front of the house that abuts or is adjacent to a street, right-of-way or sidewalk, and (iv) the Committee has approved the apparatus, its location and the type of screening.

7.15. Exterior Finish. Subject to the provision of Section 7.26 of this Declaration, all exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with vinyl siding, wood, stucco, brick, stone, paneling or other material acceptable to the Committee. Notwithstanding the foregoing, exterior walls finished with aluminum siding are hereby expressly prohibited.

7.16. INTENTIONALLY OMITTED

7.17. Clothes Hanging Devices. Clothes hanging devices exterior to a Home shall not be visible from outside the Lot.

7.18. Window Treatment. No aluminum foil, newspaper, reflective film or similar treatment shall be placed on windows or glass doors.

7.19. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

7.20. Mail Boxes. Mail boxes shall be standardized, and shall conform to the design specifications attached hereto as Exhibit "F" attached hereto and incorporated herein by reference. Such design may be revised by the Committee.

7.21. Roof. Exposed roof surfaces on any principal and/or secondary structures shall be of composition shingles. The Committee shall have the authority to approve roof treatments and materials when in its determination such treatments and materials, in the form utilized will not be a detriment to the quality of the Project.

7.22. Setback Lines. Except for the fence requirements set forth in Section 7.12 above, all buildings or other structures, permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines as required by Exhibit I. Notwithstanding the foregoing, the Committee shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship; provided, however, said variances does not relieve the requesting party from obtaining any necessary approvals from the applicable governmental authorities.

7.23. Reconstruction of Residences. In the event of damage or destruction to a residence by fire or other casualty, the Owner shall within four (4) months diligently commence to reconstruct such residence as soon as reasonably possible and substantially in accordance with the original plans and specifications thereof; provided however, that such residence shall be restored so that the exterior appearances thereof substantially resemble their appearances in form and in color prior to such damage or destruction. Notwithstanding the foregoing, however, any Owner of a damaged residence may request permission from the Committee to reconstruct or repair his residence in accordance with revisions in the plans and specifications. The Committee shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Project in a matter generally consistent with the plan of development thereof.

7.24. Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot,

including but not limited to water wells, cesspools or septic tanks.

7.25. Basketball Goals. Basketball goals are permitted provided, however, such goals shall not be attached to the front of the dwelling or in front of the building setback line. Use of the basketball goals after 9:30 P.M. is not permitted without the prior consent of the Owners affected by any disturbance created by such use.

7.26. Square Footage and Exterior Finish.

(A) All Homes shall contain at least 2,000 square feet of enclosed area.

(B) All Homes shall have full masonry foundations and no exposed block or concrete foundation shall be visible above grade.

(C) At least 70% of the Homes located within the Property shall be constructed so that 80% or more of all side exteriors of such dwellings are covered with a brick veneer. Those Homes located on the first three Lots (on each side of a street) which are the closest to Frontier Drive, Cloverland Drive, Marc Drive, and Wood Hills Drive shall comprise part of said 70% brick veneer restriction. Moreover, the exposed masonry portion of the foundation of any Home located within the Project shall be covered with a brick veneer. For the purpose of this Declaration, including this provision, brick veneer shall include stone, stucco, or other decorative masonry material.

(D) No Homes shall be constructed utilizing 100% vinyl siding on the exterior walls of the Home.

7.27. Garages. All Homes located within the Property shall have attached garages with space therein for a minimum of at least two automobiles. No more than 20% of the such garages shall have front entry access to the street, and the structure of those garages with front entry access shall not project beyond the main physical structure of the Home.

7.28. Driveways. All Homes shall have paved driveways consisting of either concrete or aggregate composition. No gravel or asphalt driveways are permitted.

7.29. Unlawful Activity. No unlawful activity shall be conducted on any Lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of the Lots by their respective Owners.

7.30. Statues. No statues, sculptures or three dimensional artwork or decorations, including but not limited to representations or models of persons, animals or other objects shall be placed on any Lot without the prior written consent of the Committee.

7.31. Pools. No aboveground pools shall be installed, constructed or placed upon any Lot. No swimming pool shall be constructed or installed upon any Lot without the prior written consent of the Committee.

7.32. Declarant's Rights. Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, Declarant, its agents, assignees, employees and contractors, and any other Builders designated by Declarant, shall not be restricted or prevented by this Declaration from doing, (and Declarant, its agents, assignees, employees, contractors, and designated Builders shall have the right to do) such things or take such actions as they deem necessary, advisable or convenient for completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots in the Project. The rights of Declarant, its agents, assignees, employees, contractors, and designated Builders shall include, without limitation:

(A) The right and easement of ingress in, over and upon the Common Area for the purpose of performing on any part or parts of the Project acts deemed necessary, advisable or convenient for the completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots;

(B) The right to erect, construct, maintain, demolish or remove structures and other Improvements on any Common Area as they deem necessary, advisable or convenient for the completion and improvement of the Project as a residential community and for the sale, rental or other disposition of Lots; and

(C) The right to use Lots and Improvements owned by Declarant or such designated Builders as models, sales offices and contractor's offices and to construct and display promotional, informational and directional signs and other sales aids on or about any portion of the Project.

(D) The right of Declarant to modify the Development Plan for the Property and to annex into the Project, the Additional Poperty or other property which is contiguous to the Property thereby increasing or otherwise adjusting the number of Total Planned Lots.

The rights under this Section shall terminate one (1) year after the Completion of Sales. Amendment of this section shall require (i) if a two-class voting structure is in effect, the vote or written consent of seventy-five percent (75%) of the Voting Power of each class of Members of the Association, or (ii) if a two-class voting structure is not in effect, the vote or written consent of seventy-five percent (75%) of the total Voting Power of the Association. Further, as long as Declarant owns a Lot in the Project, no amendment of this Section can be made without the written approval of Declarant.

ARTICLE 8
MEMBERSHIP AND VOTING RIGHTS

8.01. Governing Body. The Association shall be the governing body for all Owners with respect to the management, administration, maintenance, repair and replacement of the Project, as provided by this Declaration, the Articles, and the Bylaws.

8.02. Membership. Membership in the Association shall be composed of and limited to Owners. Each Owner, including Declarant, and any Builder, shall automatically be a Member of the Association and entitled to vote as set forth below. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon termination of ownership, an Owner's membership shall automatically terminate and be automatically transferred to the new Owner of the Lot.

8.03. Voting. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned; Class B membership shall cease and be converted to Class A membership on the Turnover Date.

When more than one person holds an ownership interest in any Lot, all such persons shall be Members, but no more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of interest in such Lot shall govern. Unless otherwise notified by a co-owner as to a dispute between the co-owners regarding their vote prior to the casting of that vote, the vote of any co-owner shall be

conclusively presumed to be the majority vote of the Owners of that Lot.

8.04. Commencement of Voting Rights. Voting rights attributable to an ownership interest shall vest upon the recording of this Declaration.

8.05. Declarant's Voting Rights. No requirement for the approval of a prescribed majority of the Voting Power of Members of the Association other than Declarant for action to be taken by the Association is intended to preclude Declarant from casting votes attributable to Lots owned by Declarant.

8.06. Control by Declarant. Notwithstanding any other provision to the contrary in this Declaration, the Articles, or the Bylaws, Declarant hereby retains the right to appoint and remove any and all directors comprising the Board and any officer or officers of the Association until the earlier of (i) ninety (90) days after the Turnover Date, or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots; and a special meeting of the Association shall be called for and held within ninety (90) days from the date of the expiration of Declarant's rights hereunder. At such special meeting the Owners shall elect a new Board which shall undertake the responsibilities of running the Association and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association as well as any agreements or contracts executed by or on behalf of the Association which may still be in effect or operation. Each Owner by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section.

ARTICLE 9
COVENANTS FOR ASSESSMENTS

9.01. Covenant to Pay Assessments; Lien.

(A) Every Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay, to the Association such regular annual assessments or charges and such special assessments or charges as may be levied by the Association pursuant to the provisions of this Declaration.

(B) The amount of any such annual or special assessment plus any other charges thereon, such as interest, late charges and costs (including attorneys' fees), as such may be provided in this Declaration, shall be and become a lien upon the Lot assessed when the Association causes to be recorded in the official records of the County a notice of assessment, which notice shall state:

(i) The amount of such assessment and such other charges thereon as may be authorized by this Declaration;

(ii) A description of the Lot against which the same has been assessed; and

(iii) The name of the record owner of the Lot assessed.

Such notice shall be signed by an authorized representative of the Association. Upon payment of such assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Association, at the Owner's cost and expense, shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The lien provided for herein shall be prior to all other liens recorded subsequent to the recordation of such notice of assessment. Unless sooner satisfied and released or the enforcement thereof initiated as hereinafter provided, the lien shall expire and be of no further force or effect one (1) year from the date of recordation of the notice of assessment. The one-year period may be extended by the Association for a period not to exceed one (1) additional year by recordation of a written extension thereof. The lien may be enforced by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property in accordance with Tennessee law or in any other manner permitted by law. The Association shall have power to purchase the Lot at a foreclosure sale and to hold, lease, mortgage and convey the same.

9.02. Personal Obligation. Each regular annual or special assessment, together with any late charges, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of each person or entity, other than any Mortgagee, who held an ownership interest in the Lot at the time such assessment was levied as to such Lot. If more than one person or entity held an ownership interest in the Lot at such time, the personal obligation to pay such assessment or installment respecting such Lot shall be both joint and several. No Owner may exempt himself from payment of assessments, or installments, by waiver of the use or non-use of any Common Area within the Project or any other portion of the Common Area or by abandonment or leasing of his Lot.

9.03. Use of Assessments. Regular annual or special assessments paid by Declarant and other Owners shall be used to pay for operation, maintenance, preservation, enhancement, repair and improvement of the Common Area, other purposes reasonably related to the foregoing, and to promote the recreation, health, safety and welfare of the Owners. In addition, such assessments shall be used to pay the cost of administration of the affairs of the Association, including payment of applicable taxes, and for the preservation of the Association's existence, to the extent properly allocable to the performance and exercise of the Association's duties and powers under this Declaration. The foregoing is intended as an authorization to the Association and shall not be construed to require expenditure of Association funds for any particular purpose.

9.04. Reserve Funds. The Board shall establish and maintain reserves in accordance with standard accounting practices and procedures for Common Area replacements and maintenance and the initial budget of the Association. Each budget subsequently adopted by the Board shall provide for funds to be placed in reserves. Funds deposited in reserve for a particular purpose shall be held for that purpose and shall not be expended for any other purpose, except that if the Board determines that funds held in reserve for a particular purpose exceed an amount reasonably required as a prudent reserve for that purpose, then, without the vote or written consent of Members, the excess may be allocated to any other reserve fund established by the budget of the Association and expended for the purpose for which such other reserve fund has been established.

9.05. Declarant Exemption. Notwithstanding anything herein to the contrary, Declarant shall not be liable for any assessments as long as Declarant pays the difference if any, between (a) the actual operating expenses (other than those operating expenses which are properly the subject of a special assessment) incurred by the Association, which shall include reserve funds as established by the budget of the Association, during the Guarantee Period (referred to in Section 9.13 below), and (b) the amounts actually collected as regular annual assessments (referred to in Section 9.06 below) from Class A Members and the working capital fund assessments set forth in section 9.07 (A) hereof which will be used to defray initial start up expenses and the amounts actually collected from the Northeast Parcel Owners referred to in Section 17.03 of this Declaration.

9.06. Regular Assessments.

(A) The total anticipated operating expenses for each assessment year shall be set forth in the budget prepared by the Board as required under the Bylaws and this Declaration. The total anticipated operating expenses (other than those operating expenses

which are properly the subject of a special assessment) shall be reduced by the amount of the Northeast Parcel Share(referred to in Section 17.03 below) and apportioned equally among the Lots by dividing the total anticipated operating expenses as reflected by the budget (as reduced by the Northeast Parcel Share), other than those operating expenses which are properly the subject of a special assessment, by the total number of Lots, with the quotient thus arrived at being the regular annual assessment. If an assessment year shall have fewer than twelve months, the regular annual assessment shall be appropriately prorated for the shorter period.

(B) The Board shall fix the amount and due date of the regular annual assessment on a yearly basis at least sixty (60) days in advance of each assessment year. Written notice of the regular annual assessment shall be sent to every Owner who is not present at the time the regular annual assessment is so fixed. If the Board fails to so fix the regular annual assessment, the assessment applicable for the previous assessment year shall remain in effect until the Board shall fix a new regular annual assessment. Regular annual assessments shall be payable annually on the first day of each January or at such other time as the Board may fix. The Association shall, upon demand, and for a reasonable charge, furnish to any person having a legitimate interest a certificate signed by an officer of the Association stating whether the regular annual assessment and special assessments, if any, on a specified Lot have been paid and, if not, the amount due.

(C) Notwithstanding anything set forth in this Section 9.06 to the contrary, regular annual assessments payable by Owners during the "Guarantee Period" referred to in section 9.13 shall be paid in accordance with the provisions of said section 9.13.

9.07. Special Assessments. In addition to the regular annual assessments authorized herein, the Board may levy:

(A) A working capital fund assessment equal to two (2) months regular assessment. Such assessment shall be levied upon the first purchaser of a Lot with a Home constructed thereon, at the time of the conveyance of such Lot. The funds created by this assessment shall be included with the regular assessment funds and shall be available for all necessary expenditures of the Association.

(B) In any assessment year, a special assessment against all Owners applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements and related fixtures and personal property on or comprising a part of the Common Area; provided in any fiscal year, special assessments which exceed five percent (5%) of the budgeted gross expenses of

the Association for that fiscal year may not be levied without (i) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant.

9.08. Assessment as Remedy. After Notice and Opportunity for Hearing, the Board, without the vote or written consent of Members, may levy a special assessment against an Owner as a remedy to reimburse the Association for costs (including attorneys' fees) incurred in bringing the Owner, his Lot or his Home into compliance with the provisions of this Declaration, the Bylaws or the Rules and Regulations.

9.09. Allocation of Assessments. Except as otherwise provided in this Declaration and except for the exemption from assessments during the Guarantee Period on Lots owned by Declarant as provided herein, all regular annual and special assessments shall be levied equally against all Owners.

9.10. Commencement of Assessments. The regular annual assessments provided for herein shall commence as to all Lots in the Property on the first day of the month next following the conveyance of the first Lot with a dwelling to a purchaser, other than a successor Declarant, for use as a residence. The first assessment period shall be the period commencing on the date regular annual assessments commence and ending on the December 31 next following. The regular annual assessment for the first assessment period shall be prorated from the amounts fixed by the Board for a full twelve-month year, based on the number of months to be contained in the first assessment period. Subsequent assessment years shall be each successive calendar year; provided, however, that at any time the Board may change the assessment year to correspond to a fiscal year selected by the Board.

9.11. Revised Assessments. Subject to the provisions of Section 9.06 and 9.13, if at any time during the course of any year the Board shall deem the amount of the regular annual assessment to be inadequate or over adequate by reason of a revision of its estimate of either expenses or income or otherwise, the Board shall have the right, at a regular or special meeting, to revise the regular annual assessment for the balance of the assessment year. Any such revised assessment shall become effective on the first day of the month next following the date of adoption, and additional amounts payable shall be due (or refunds of overages shall be made by the Association) at such time as determined by the Board.

9.12. Delinquent Assessments; Fines. Any assessment not paid within ten (10) days after the due date shall be delinquent. The Board may require that any delinquent assessment bear a late charge

to cover administrative expenses incurred as a result of the late payment of the assessment. Late charges on delinquent assessments and fines levied as provided in Section 4.11 shall not exceed the following rates computed on the outstanding balance, which shall include any late charges previously assessed and unpaid, from month to month:

(A) On so much of the outstanding balance as does not exceed one thousand dollars ($1,000), one and one-half percent (1.50%).

(B) If the outstanding balance is more than one thousand dollars ($1,000), one percent (1%) on the excess over one thousand dollars ($1,000) of the outstanding balance.

(C) If the late charge so computed is less than ten dollars ($10) for any month, ten dollars ($10).

No charge may be imposed more than once each month for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. When an assessment is paid more than ten (10) days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment. The Association may bring legal action against the Owner personally obligated to pay a delinquent assessment or fine and, after Notice and Opportunity for Hearing, the Association may suspend a delinquent Owner's membership rights in the Association while the assessment or fine remains unpaid. In any legal action to enforce payment of an assessment or fine, the Association shall be entitled to recover interest, costs and reasonable attorneys' fees.

9.13. Guaranteed Assessments During Guarantee Period. Declarant covenants and agrees with the Association and the Owners that for the period commencing with the date of recordation of this Declaration, and ending upon the earlier of (i) the Turnover Date, or (ii) the date that is one (1) year after the date of recordation of this Declaration (the "Guarantee Period"), that the regular annual assessment for a Lot for the first full assessment year shall not exceed the amount of $180.00 (the "Guaranteed Assessment Amount"), and that Declarant will pay the difference if any, between (a) the actual operating expenses (other than those operating expenses which are properly the subject of a special assessment) incurred by the Association in performing its obligations hereunder during the Guarantee Period, including reserve funds as established by the annual budget, and (b) the amounts actually collected from the Class A Members as regular assessments and the amounts equal to the portion of the Northeast Parcel Share actually collected from the Northeast Parcel Owners. The Guaranteed Assessment Amount for the first partial assessment

period which precedes the first full assessment year shall be $180.00 appropriately reduced prorata for the shorter period. If a later assessment period shall have fewer than twelve months, the Guaranteed Assessment Amount for such period shall be proportionately reduced in the same manner. Declarant hereby reserves the right to (a) extend the Guarantee Period to a date ending no later than the Turnover Date, and (b) increase the amount of the regular assessment due during any such extended Guarantee Period, in Declarant's sole discretion by providing written notice to the Association of such election at least thirty (30) days prior to the expiration of the Guarantee Period or any extended Guarantee Period.

After the Guarantee Period terminates, each Owner shall be obligated to pay regular annual assessments as set forth in Section 9.06 of this Declaration.

ARTICLE 10
INSURANCE

10.01. Duty to Maintain Insurance.

(A) The Association shall have the duty and the authority to maintain fire and extended coverage casualty insurance on the Common Area in an amount not less than the full insurable value thereof (based upon current replacement cost), and liability insurance with limits in and amounts adequate, under standards in the insurance industry existing from time to time, to protect the Association and the Owners in the event of property damage, personal injury or death occurring in or about the Project. The Board shall have the authority to settle or enforce on behalf of the Association and on behalf of the Owners, by legal action or otherwise, any claim arising under any insurance carried by the Association.

(B) Each Owner shall maintain casualty and personal liability insurance pertaining to his Lot, in such form and in such amounts as the Rules and Regulations may require.

(C) All policies of insurance carried by the Association or the Owners shall include a waiver of subrogation if such waiver can be obtained, unless otherwise provided in the Rules and Regulations.

(D) Notwithstanding any other provisions contained herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by the Federal National Mortgage Association and Government National Mortgage Association, so long

as either is a Mortgagee or Owner of a Lot within the Project, except to the extent such coverage is not available or has been waived in writing by the Federal National Mortgage Association or Government National Mortgage Association.

10.02. Proceeds of Insurance. The proceeds of casualty insurance carried by the Association shall be paid to and held by the Association as trustee for the Owners, Declarant and Mortgagees for disbursement in accordance with the provisions of this Declaration. Except as otherwise provided herein, casualty insurance proceeds shall be used for repair, replacement or reconstruction to the extent required to effectuate repair, replacement or reconstruction.

ARTICLE 11
DAMAGE AND DESTRUCTION

11.01. Damage to Lots. Restoration and repair of damage to any Lot and Improvements thereon shall be made by and at the expense of the Owner thereof and pursuant to the requirements of Section 7.23 of this Declaration.

11.02. Minor Damage and Major Damage Defined. Damage or destruction to the Common Area where the estimated cost of repair, restoration or reconstruction does not exceed Twenty-Five Thousand Dollars ($25,000) is referred to in this Declaration as "Minor Damage." Damage or destruction to the Common Area where the estimated cost of repair, restoration or reconstruction exceeds Twenty-Five Thousand Dollars ($25,000) is referred to in this Declaration as "Major Damage."

11.03. Minor Damage. If Minor Damage occurs, the Association shall promptly contract for the repair, restoration or reconstruction of the Common Area or Improvements which have been damaged or destroyed. The difference, if any, between the insurance proceeds payable by reason of such Minor Damage to the Common Area and the cost of such repair, restoration and reconstruction may be recovered by one or more special assessments levied by the Board equally against all Owners.

11.04. Major Damage. In the event of any Major Damage to or destruction of any portion of the Common Area by fire or other casualty:

(A) The Board shall as soon as reasonably practicable obtain such information as it deems necessary to make an informed judgment about whether to proceed with the repair, restoration or reconstruction of the Common Area so damaged or destroyed, which information may include: (i) obtaining firm bids from two (2) or more responsible and licensed general contractors for the repair, restoration and reconstruction of the Common Area so damaged or

destroyed in accordance with the original plans and specifications to the extent reasonably practicable; and (ii) obtaining an appraisal setting forth an opinion as to the value of the Common Area as it then exists together with an opinion of the increment in value, if any, which would accrue if the Common Area or some portion thereof were razed.

(B) No later than one hundred eighty (180) days after the occurrence of Major Damage to the Common Area, the Board shall hold a special meeting of Members after notice as provided in the Bylaws. Such notice shall include a summary of the appraisal (if any) and of the bids for repair, restoration and reconstruction (if any), the amount of insurance proceeds payable to the Association as a result of such damage and destruction, and the amount of the special assessment, if any, necessary to make any difference between the insurance proceeds and the total cost of repair, restoration and reconstruction.

(C) Unless within two hundred forty (240) days after the occurrence of such Major Damage to the Common Areas, (i) if a two-class voting structure is in effect, sixty-seven percent (67%) of the Voting Power of each class of Members, or (ii) if a two-class voting structure is not in effect, sixty-seven percent (67%) of the total Voting Power of the Association agree by vote or written consent and a majority of all Mortgagees (based upon one (1) vote for each Mortgage owned) agree in writing that such repair, restoration or reconstruction of the Common Area improvements which have been damaged or destroyed shall not take place: (a) the Association shall promptly contract for and complete such repair, restoration and reconstruction in accordance with plans and specifications approved by the Board; and (b) the difference, if any, between the insurance proceeds and the total cost of repair, restoration and reconstruction shall be recovered by a special assessment levied by the Association equally against all Owners.

(D) If Major Damage occurs and it is determined in accordance with this Section 11.04 that the Common Area or any portion thereof shall not be repaired, restored or reconstructed, the Board shall cause an appraisal to be made (if such appraisal has not previously been obtained) and the appraisal shall be made available to the Owners and Mortgagees. The Association may then sell the Common Area or any portion thereof, for and on behalf of all Owners upon such terms and conditions and for such price as may be approved by a majority of the Board and ratified (i) if a two-class voting structure is in effect, by the vote or written consent of a majority of the Voting Power of each class of Members, or, (ii) if a two-class voting structure is not in effect, by the vote or written consent of a majority of the total Voting Power of the Association. For such purposes, the Board shall be and hereby is irrevocably appointed attorney in fact to act on behalf of all

Owners to sell the Common Area or any portion thereof upon such terms and conditions and for such price as shall have been ratified and approved by the Members and to do such acts incidental to the sale and to incur such expense as in its opinion will increase the value of the Common Area for the purpose of sale or as may be deemed necessary or convenient in connection with the sale, including but not limited to, the razing of any or all improvements. The acts of the Board in exercising its power of attorney shall be conclusively binding on all Owners. In connection with the sale of the Common Area or any portion thereof, the Board, by resolution, shall instruct the appropriate officers of the Association to make, execute and deliver on behalf of any Owner, as his interest may appear, any and all instruments, certificates and documents, including, but not limited to, maps, plans, releases, waivers, deeds, escrow instructions and conveyances of every kind and nature, as may be necessary or convenient for the sale. The Board shall be authorized to incur fees for legal and accounting services, appraisals, engineering, examination of title and other expenses reasonably related to the sale.

(E) After payment of expenses directly relating to the sale of the Common Area and properly payable out of the escrow at the closing of the sale, the Board shall receive the remaining sale proceeds and shall disburse such proceeds, together with any insurance proceeds it holds, as follows:

(1) To pay any outstanding expenses of the Association relating to the sale of the Common Area, including but not limited to, costs of appraisal, collection of insurance proceeds, engineering, legal and accounting expenses, costs of preparing the Common Area for sale and other related expenses; and

(2) As to the sale of the Common Area, to pay equally to the respective Owners in the Project on an equal per Lot pro rata basis; provided, however, that an equitable adjustment shall be made in the distribution to provide for any Owner's liability to the Association, including but not limited to, liability for unpaid assessments and charges.

ARTICLE 12
EMINENT DOMAIN

12.01. Eminent Domain. If all or any portion of the Common Area is taken by action in eminent domain (hereinafter called a "taking"), the Association shall give written notice of the proceedings to all Owners and Mortgagees, and the condemnation award shall be fairly and equitably apportioned among the Owners, Mortgagees and the Association as the court may determine. A condemnation award which is not apportioned among the Owners by court judgment or by agreement between the condemning authority and

each affected Owner shall be allocated first to the repair, restoration and reconstruction of any remaining portion of the Common Area and then any excess shall be distributed equally among the affected Owners (or any Mortgagee of an Owner to the extent such Mortgagee is entitled to such Owner's share of the proceeds).

12.02. Repair, Restoration, Reconstruction. If only a portion of a Common Area facility is taken, the Board shall promptly contract for the repair, restoration or reconstruction of the Common Area facility to a complete architectural unit, to the extent such repair, restoration and reconstruction is reasonably necessary and practical. If the cost of repair, restoration and reconstruction of the Common Area exceeds the amount awarded by the court for such purposes, the difference may be recovered by a special assessment levied equally against all Owners.

ARTICLE 13
INSPECTION OF IMPROVEMENTS

13.01. Inspection of Improvements.

(A) Declarant may notify the Board when any Common Area Improvements (including landscaping) have been completed for the Project or some portion thereof. Declarant shall request that the architect who designed the Common Area Improvements or other qualified engineers or architects inspect the Common Area Improvements as to which Declarant has given such notice. The person(s) selected by Declarant is (are) referred to herein as the "Expert" (whether one or more). Declarant shall pay the reasonable compensation of the Expert.

(B) The Expert shall inspect the Common Area Improvements as to which Declarant has given notice of completion and requested inspection. Declarant and the Board may accompany the Expert during the inspection. The inspection shall be limited to a visual inspection, and Improvements shall not be uncovered. The Expert shall not be responsible for identifying latent defects. Promptly after the inspection is completed, the Expert shall submit a written report (the "Report") to Declarant and the Board specifying the respects, if any, in which the Improvements do not conform to the plans and specifications therefor and are defective, and if there are no such defects, the Report shall state that the Improvements conform to the plans and specifications therefor. The Report shall constitute conclusive and binding evidence that, except as otherwise provided therein and except for latent defects, if any, the Improvements have been constructed in accordance with the plans and specifications therefor, and thereafter Declarant shall have no further liability, duty or obligation with respect to such Improvements, except to remedy any defects specified in the Report and except with respect to latent defects, if any, and the

separate repair obligations of Declarant under express written warranty, if any.

(C) Declarant shall correct any defects specified in the Report, and the Expert shall reinspect such Improvements within thirty (30) days after Declarant's request. Such reinspection shall be performed in the same manner as provided for the first inspection. Promptly after the reinspection is completed, the Expert shall submit another written report (the "Reinspection Report") to Declarant and the Board specifying the defects specified in the Report which have not been corrected, if any, and if all such defects have been corrected the Reinspection Report shall state that the Improvements conform to the plans and specifications therefor. The Reinspection Report shall constitute conclusive and binding evidence that, except as otherwise provided therein and except for latent defects, if any, the Improvements have been constructed in accordance with the plans and specifications therefor, and thereafter Declarant shall have no further liability, duty or obligation with respect to such Improvements, except to remedy any defects specified in the Reinspection Report, and except with respect to latent defects, if any, and the separate repair obligations of Declarant under express written warranty, if any.

(D) Additional inspections and Reinspection Reports shall be made, if necessary, all in accordance with and with the same effect as provided hereinabove.

(E) If the Improvements to be inspected are landscaping Improvements, then notwithstanding anything to the contrary contained herein the Expert shall be a horticulturalist or landscape architect. In all other respects, the provisions of this section shall apply to the inspection of landscaping Improvements.

(F) Within ten (10) days after all defects have been corrected, as evidenced by a Report or Reinspection Report, the Board shall accept the Improvements in writing.

ARTICLE 14
ARCHITECTURAL CONTROL

14.01. Establishment. "Committee" shall mean the architectural control committee, which shall be the governing body charged with using its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Project consistent with this Declaration. Until the Termination of Declarant Control, referred to below, Declarant shall constitute the Committee, and may approve Plans and Submissions or take other actions on behalf of the Committee in Declarant's own name or in the name of the Committee. After the Termination of Declarant Control, the Committee shall be composed of at least three (3) individuals appointed by the Board, each of whom shall be an Owner. The Committee shall act by simple majority vote. In the event of death, resignation or other removal of any Board appointed member of the Committee, the Board shall appoint a successor member. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration. Declarant shall cease to control and constitute the Committee on the earlier of: (a) the date on which Declarant records in the County land records a document declaring the termination of its control of the Committee, or (b) at such time as Declarant (or any successor Declarant) no longer owns a Lot within the Project (which may be referred to in this Declaration as "Termination of Declarant Control").

14.02. Purpose of the Committee. The Committee is established to provide a system of review for the construction or modification of all Improvements within the Project. No Improvement shall be commenced, improved or altered, nor shall any grading, excavation, tree removal, landscaping or change of exterior color or other work which in any way alters the exterior appearance of an Improvement be done without the prior written approval of the Committee.

14.03 Development Standards. The Committee is empowered to publish or modify from time to time, design and development standards for the Project, including, but not limited to, standards for the following ("Standards"): (i) architectural design of Improvements, including, but not limited to, design standards for any Home or other Improvement constructed upon a Lot; (ii) fences, walls and similar structures; (iii) exterior building materials and colors; (iv) exterior landscaping; (v) exterior appurtenances relating to utility installation; (vi) signs and graphics, mailboxes and exterior lighting; (vii) building setbacks, pools and pool decks, side yards and related height bulk and design criteria; (viii) pedestrian and bicycle ways, sidewalks and pathways; and (ix) all buildings, landscaping and Improvements on lands owned or controlled by the Association. After Termination of Declarant Control, a copy of any Standards promulgated by the Committee shall

be subject to approval by the Board. After the Board's approval, a copy of the Standards will be made available to all Members.

14.04 Requirement of Committee Approval. No Improvement of any kind shall be erected, placed or maintained, and no addition, alteration, modification or change to any Improvement shall be made without the prior written approval of the Committee. For purposes of this Declaration, Declarant Improvements means any Improvement erected, placed, or maintained with the approval of Declarant, including, without limitation, any building, wall, fence, swimming pool, tennis court, screened enclosure or landscaping, constructed, installed or placed by or with the approval of Declarant, and additions, alterations, modifications or changes to any of the foregoing (collectively, "Declarant Improvements"). Notwithstanding anything to the contrary contained above, Declarant Improvements are not subject to the approval of the Committee and are deemed to conform to the plan of development for the Project.

14.05 Obtaining Committee Approval. In order to obtain the approval of the Committee, a complete set of plans and specifications ("Plans") for proposed Improvements shall be submitted to the Committee for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed Improvement or alteration ("Submissions"). The Committee shall have the right to refuse to approve any proposed Plans which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to each respective Owner submitting same. In the event the Committee fails to approve or to disapprove in writing any Plans and/or Submissions after: (i) submission to the Committee of the last item of the Plans and Submissions requested by the Committee, so that the Committee has a complete package of all Plans and Submissions requested by the Committee; and (ii) thirty (30) days have elapsed since submission and written request for approval or disapproval was delivered to the Committee by the Owner; then said Plans and Submissions shall be deemed to have been approved by the Committee provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any conditions or restrictions contained in this Declaration, or which violates any applicable zoning or building ordinance or regulation. The approval by the Committee relates only to the aesthetics of the Improvements shown on the Plans and Submissions and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the appropriate governmental agencies prior to commencement of any construction.

14.06 Scope of Review. The Committee shall review and approve or disapprove all Plans and Submissions solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography and structures and the overall benefit or detriment which would result to the immediate vicinity and to the Project as a whole and any other factors deemed relevant to the review by the Committee in its opinion, reasonably exercised. The Committee shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, and shall not be responsible for reviewing, nor shall its approval of any Plans be deemed approval of, any design or plan from the standpoint of structural safety or conformance with building or other codes.

14.07 Variance from Standards. The Committee may authorize, in a reasonable manner so as not to destroy the general scheme or plans of the development of the Project, variances from compliance with any Standards which it has promulgated pursuant to its authority when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations may require. If any such variances are granted, no violation of the restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose, except as to that particular property and particular provision hereof or Standards promulgated hereby which are covered by the variance. Such variance shall be evidenced in writing.

14.08 Enforcement. There is specifically reserved unto the Committee the right of entry and inspection upon any Lot or other portion of the Project for the purpose of determination by the Committee whether there exists any Improvement which violates the terms of any approval by the Committee or the terms of this Declaration. Except in emergencies, any exercise of the right of entry and inspection by the Committee hereunder should be made only upon reasonable notice given to the Owner of record at least twenty-four (24) hours in advance of such entry. The Committee is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any Improvement, or to remove any unapproved Improvements, the prevailing party in such litigation shall be entitled to recover all court costs, expenses and reasonable attorneys fees in connection therewith. The Association shall indemnify and hold harmless any member of the Committee from all costs, expenses and liabilities, including attorneys fees incurred by virtue of any member's service as a member of the Committee, provided such member acted in good faith and without malice.

14.09 Subcommittees and Delegation of Authority. The Committee may establish subcommittees for the purpose of acting on behalf of the Committee with respect to similar circumstances, situations, or types of Improvements, such as a swimming pool subcommittee or a subcommittee which would deal with modifications of existing Improvements or additional new Improvements ancillary to an existing Home, in contrast to the construction of initial Improvements upon a previously unimproved Lot. All rights and powers of the Committee may be delegated to such subcommittee with regard to the subject matter of the subcommittee. The rights and powers of the Committee may be assigned to a management company, an architect, design professional or other entity, or any portion of such rights and powers applicable to a particular subcommittee or area of similar circumstance.

ARTICLE 15
MORTGAGEE PROTECTION

15.01. Interpretation. In the event any provision of this Article 15 is inconsistent with or contrary to any other provision of this Declaration, the provisions of this Article 15 shall control.

15.02. Notices. Any Mortgagee of any Lot, by written notice to the Association setting forth the Lot encumbered, the Owner thereof and the address to which notices may be sent, may request and thereby be entitled to receive written notice from the Association of (i) any default which is outstanding for sixty (60) days or longer by the Owner of such Lot in the performance of his obligations under or in compliance with the provisions of this Declaration, the Bylaws or the Rules and Regulations, (ii) any substantial damage to or destruction of the Common Area, including the Improvements located thereon, or, if known to the Association, any substantial damage to or destruction of a Lot, including the Improvements located thereon, and (iii) any proposed or threatened taking by power of eminent domain of the Common Area or any portion thereof or of any Lot or portion thereof.

15.03. Mortgagee's Right to Information. Upon written request to the Association, a Mortgagee is entitled to: (1) inspect the books and records of the Association during normal business hours; and (2) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Project; and (3) receive written notice of all meetings of the Association and to designate a representative to attend all such meetings.

15.04. Damage and Destruction Rights. In the event of substantial damage to or destruction of any Lot or Improvements to a Lot or any part of the Common Area, no provision of any document establishing the Project shall entitle the Owner of a Lot or other

party to priority over such Mortgagee with respect to the distribution to such Owner of any insurance proceeds.

15.05. Condemnation Rights. If any Lot or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation proceedings or is otherwise sought to be acquired by a condemning authority, no provision of any document establishing the Project shall entitle the Owner of a Lot or other party to priority over such Mortgagee with respect to the distribution to such Owner of the proceeds of any award or settlement.

15.06. Right of First Refusal. Any right given by an Owner of a Lot to any third person to purchase such Lot before it is offered for sale or sold to any other person (such right commonly known as a "right of first refusal") shall not be binding upon or enforceable against any Mortgagee acquiring such Lot pursuant to exercise of remedies provided for in the Mortgage, including foreclosure by judicial action or exercise of a power of sale, or by acceptance of a deed or assignment in lieu of foreclosure.

15.07. Subordination. No provisions contained in this Declaration shall defeat or render invalid the lien of any Mortgage which is made in good faith and for value. The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage recorded prior to the date any such assessment becomes due. This subordination shall apply only to assessments on a Lot which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or exercise of power of sale. Any Mortgagee who acquires title to or comes into possession of a Lot pursuant to exercise of remedies provided for in the Mortgage, including foreclosure by judicial action or exercise of a power of sale, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against the Lot which have accrued prior to the time such Mortgagee or purchaser acquires title to or comes into possession of the Lot; provided, however, this exception shall not be applicable to any claim for assessments or charges levied by the Association against all Lots for the purpose of recovering any revenue lost by reason of the nonpayment of past due assessments upon such Lot; and provided further, that except as otherwise provided in this section, all of the limitations, restrictions, covenants, conditions, easements, liens, charges, assessments, and equitable servitudes contained herein shall be binding upon any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise. Except as provided above, the sale, transfer or conveyance of title to a Lot shall not relieve a selling Owner from personal liability for any assessments which became due and payable prior to such sale, transfer or conveyance, nor relieve such Lot from a duly recorded lien for any such prior unpaid assessment.

15.08. Payments by Mortgagees. Any Mortgagee, after at least ten (10) days' prior written notification to the Association of the items to be paid and the failure of the Association within such time to make payment, may pay, alone or in conjunction with other Mortgagees, delinquent taxes, liens or assessments which may be or become a charge against the Common Area or any portion thereof, and any overdue premiums on policies of fire and extended coverage insurance for the Common Area, and in the event of a lapse of such a policy of insurance, may pay premiums to secure a new policy. In the event such payments are made, the Mortgagee making such payment shall be entitled to immediate reimbursement from the Association to the extent of the payment made.

15.09. Professional Management. In the event that Declarant or the Association enters into any contract with any person or entity to provide management or maintenance services to the Project, such contract shall not exceed one (1) year and shall provide that the Association shall have the right to terminate the contract for cause upon thirty (30) days' written notice and without cause upon ninety (90) days' written notice, without payment of a termination fee.

ARTICLE 16
ANNEXATION

16.01. Right to Annex.

(A) Annexation of the Additional Property. Declarant shall have the right, without the approval or joinder of any other Person, to annex to the Property and thereby bring within the scheme of this Declaration and subject to the jurisdiction of the Association, all or any portion of the Additional Property. In the event any portion of the Additional Property is so annexed, the definition of the Property shall be expanded to include such annexed portion of the Additional Property as if such annexed portion of the Additional Property had originally been a part of the Property, including such portion being deemed part of the Development Plan for the Project and the number of Lots within such annexed portion being used to determine the number of Total Planned Lots.

(B) Annexation of Contiguous Property. Declarant shall have the right, without the approval or joinder of any other Person, to annex to the Property and thereby bring within the scheme of this Declaration and subject to the jurisdiction of the Association any real property owned or acquired by Declarant which is contiguous to the Property and not separated from the Property by a street, future street or other public right-of-way. In the event any additional contiguous property is so annexed, the definition of the Property shall be expanded to include such annexed property as if such annexed property had originally been a

part of the Property, including such portion being deemed part of the Development Plan for the Project and the number of Lots within such annexed portion being used to determine the number of Total Planned Lots.

(C) General Annexation. With the exception of the Additional Property, and any contiguous property owned or acquired by Declarant and annexed pursuant to the provisions of Section 16.01(B), annexation of any other real property shall require the vote or written consent of not less than sixty-seven percent (67%) of the total voting power of the Association residing in Members other than Declarant. Annexation of additional property may be accomplished in phases.

16.02. Procedure for Annexation. Any annexation shall be made by recordation of a Supplemental Declaration covering the real property to be annexed. The Supplemental Declaration shall describe the real property to be annexed and state that annexation is being made pursuant to this Declaration for the purpose of extending the jurisdiction of the Association to cover the real property being annexed. The Supplemental Declaration may contain such complementary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the real property being annexed and as are not inconsistent with the general scheme of this Declaration.

16.03. Annexed Property. Each Owner of any portion of the annexed property automatically shall be a Member of the Association and upon the recordation of a Final Plat for the annexed property, such Owners and annexed real property shall be subject to assessment by the Association for the benefit of the Project or any part thereof. Assessments of Lots in any annexed property shall commence upon the first day of the month next following the first conveyance of a Lot improved with a Home to an Owner other than a successor Declarant or Builder. The Association shall have the duties, responsibilities and powers set forth in this Declaration, the Articles and Bylaws with respect to annexed real property. Except as may otherwise be expressly provided in this Declaration or any Supplemental Declaration, the Project shall be managed and governed by the Association as an entirety. Assessments collected from Owners in the Project may be expended by the Association anywhere in the Project without regard to the particular phase, area or subdivision of the Project from which such assessments came. All Owners shall have ingress and egress to and from all the Common Area throughout the Project and any portion thereof and shall have use and enjoyment of any recreational facilities and other amenities contained within the Common Area throughout the Project, provided that any such use shall be subject to the provisions of this Declaration, any Supplemental Declaration, the Bylaws and the Rules and Regulations.

16.04. Withdrawal. Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any Person for the purpose of removing certain portions of the Property then owned by Declarant from the provisions of this Declaration (i) if such real property was included originally in error, or (ii) if the planned use of such property is changed from residential to another use, as evidenced by the approval of the applicable governmental authorities.

ARTICLE 17
NORTHEAST PARCEL PROVISIONS

17.01. Not a part of Project. Declarant intends to develop or cause Declarant's successor to develop the Northeast Parcel as a development which is separate and apart from the Project as generally delineated on the Site Plan. The development on the Northeast Parcel will not be a part of the Project and the Northeast Parcel is being subjected to this Declaration solely for the purposes stated in this Article 17. The Northeast Parcel Owner or Owners shall not be Members of the Association and accordingly shall not be subject to the rights and obligations attributable to membership in the Association. Except for this Article 17, this Declaration shall have no force or effect upon the Northeast Parcel.

17.02. Drainage and Stormwater Control Easement. As provided in Section 4.06, a non-exclusive easement is hereby established over, under, across and upon the Open Space Areas and Stormwater Detention Areas for the benefit of the Northeast Parcel, to use the Open Space Areas and Stormwater Detention Areas for drainage, storm water retention/detention or other storm water control purposes, in accordance with the design and specifications set forth by the engineering plans approved by the County for the Northeast Parcel.

17.03. Northeast Parcel Share of Open Space and Detention Area Costs. To compensate the Association for the additional burden imposed upon the Open Space Areas and the Stormwater Detention Areas as a result of the impact thereon by the Northeast Parcel, the Northeast Parcel Owner (or Owners) shall reimburse the Association for a share of the cost of maintaining the Open Space Areas and Stormwater Detention Areas. The cost of maintaining the Open Space Areas and Stormwater Detention Areas (for which the Northeast Parcel Owner (or Owners) are obligated for a share) shall be all actual cost and expense incurred by the Association in maintaining the Open Space Areas and Stormwater Detention Areas, including without limitation the cost of bank and slope maintenance including grass cutting, erosion control, siltation control, chemical treatment, algae and other control measures, maintenance, repair and replacement cost of any outfall structures, equipment or related facilities, and other similar cost and expense in maintaining the Open Space Areas and Stormwater Detention Areas

(the "Open Space and Detention Area Cost"). The share of the Open Space and Detention Area Cost payable by the Northeast Parcel Owner shall be a percentage equal to thirty percent (30%) of the Open Space and Detention Area Cost (the "Northeast Parcel Share"). If there are multiple Northeast Parcel Owners, the Northeast Parcel Share shall be equally apportioned among all of the Northeast Parcel Owners, who shall be jointly and severally liable for the whole amount of the Northeast Parcel Share. The obligation of the Northeast Parcel Owner (or Owners) to pay the Northeast Parcel Share shall commence for the first full fiscal year of the Association following the year in which the earlier of the following occurs: (i) the recording of the Final Plat for the Northeast Parcel or (ii) the issuance of a building permit for any subdivision improvements to be constructed upon the Northeast Parcel, and shall continue for each fiscal year thereafter. After the end of a fiscal year for which the Northeast Parcel Owner or Owners owe the Northeast Parcel Share, the Association shall deliver to the Northeast Parcel Owner or Owners a statement in reasonable detail setting forth the Open Space and Detention Area Cost and the Northeast Parcel Share, and if applicable each Northeast Owner's portion of the Northeast Parcel Share.

17.04. Allocation of Northeast Parcel Share among Northeast Parcel Lots. If the Northeast Parcel is submitted to a declaration of covenants and is administered by a homeowners association, then the homeowners association for the Northeast Parcel shall be deemed to be the Northeast Parcel Owner, and the homeowners association shall collect the Northeast Parcel Share from the owners (the "Northeast Parcel Lot Owners") of the subdivided residential parcels contained within the Northeast Parcel (the "Northeast Parcel Lots). All cost and expense of the Association in notifying the Northeast Parcel Owner (which includes any homeowners association for the Northeast Parcel) of the Northeast Parcel Share shall be added to the Northeast Parcel Share payable to the Association. The Northeast Parcel Lot Owners shall be jointly and severally liable for the whole amount of the Northeast Parcel Share.

17.05. Non-payment of Northeast Parcel Share; Lien. If any portion of the Northeast Parcel Share is not paid when due, then such amount shall bear interest at the maximum nonusurious interest rate allowed by law, and if no such rate is designated by law then eighteen percent (18%) per annum. In the event the Association has to enforce its right to collect any portion of the Northeast Parcel Share, then the Association shall be entitled to recover all legal costs incurred in enforcing its rights, which legal costs shall include without limitation all court costs and reasonable attorney's and paralegal fees incurred through and including all trial and appellate levels and post-judgment proceedings. The obligation to pay the Northeast Parcel Share, together with all interest and reimbursement of legal cost to which the Association

may be entitled, shall be a charge and continuing lien upon the Northeast Parcel. If the Northeast Parcel has been subdivided into more than one parcel or into Northeast Parcel Lots, then the obligation to pay the Northeast Parcel Share, together with all interest and reimbursement of legal cost to which the Association may be entitled, shall be allocated in equal portions among each of the Northeast Parcel Owners or Northeast Parcel Lot Owners and each portion thereof shall be a charge and continuing lien upon each portion of the Northeast Parcel owned by a Northeast Parcel Owner, or upon each of the Northeast Parcel Lots. Such lien or liens shall be effective only from and after the time of the recordation in the County land records of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the owner of the subject portion of the Northeast Parcel shall be entitled to a satisfaction of the statement of lien in recordable form from the Association. The Association may file an action in equity to foreclose its lien at any time after the date of recording of the notice of such lien. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association shall also have the right to file an action at law to collect any delinquent portion of the Northeast Parcel Share together with interest and legal cost, without waiving any lien rights or rights of foreclosure to which the Association may otherwise be entitled.

ARTICLE 18
MISCELLANEOUS PROVISIONS

18.01. Power to Settle Claims. The Board shall have the power and authority to compromise, settle, release and otherwise adjust claims, demands, causes of action and liabilities in favor of the Association and the Owners, on behalf of the Association and Owners, as the case may be, provided any such claim, demand, cause of action or liability arises out of or relates to a condition or defect common to all or a majority of the Lots or Improvements constructed thereon, or to the development, design, construction, condition, repair or maintenance of or damage or injury to or defect in the Common Area or part thereof, and the Association shall have the right and the power to make and receive all payments or other consideration necessary therefor or in connection therewith. For such purposes, the Board shall be, and hereby is, irrevocably appointed attorney in fact to act on behalf of all Owners upon such terms and conditions and for such consideration as may be approved by a majority of the Board.

18.02. Independence of Provisions. The provisions of this Declaration shall be deemed independent and severable. Invalidation or partial invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision of this Declaration, and the remaining provisions shall remain in full force and effect.

18.03. Notices. Notices shall be in writing and shall be addressed as follows: (i) if to an Owner, to the address of his Lot; (ii) if to Declarant, to Centex Homes, 5200 Maryland Way, Suite 106, Brentwood, Tennessee, 37027; and (iii) if to the Association, to the address of the Project. The Association may designate a different address for notices by giving written notice of such change of address to all Owners and to Declarant. Declarant may designate a different address for notices by giving written notice of such change of address to all Owners and to the Association. Any Owner may designate a different address for notices by giving written notice of such change of address to the Association and to Declarant.

18.04. Headings. The headings used in this Declaration are for convenience and reference only and the words contained therein shall not be held to expand, modify, or aid in the interpretation, construction, or meaning of this Declaration.

18.05. Enforcement. The failure of any Owner to comply with the provisions of this Declaration, the Bylaws or the Articles shall entitle the Association, any Owner, or any of them, to maintain an action for the recovery of damages or injunctive relief or both, and such persons or entities, or any of them, shall have the right to enforce all limitations, restrictions, covenants, conditions, easements, liens, charges, assessments and equitable servitudes imposed by or pursuant to the provisions of this Declaration. Failure to enforce the provisions of this Declaration shall not be deemed a waiver of the right to do so thereafter. All remedies provided in this Declaration shall be cumulative and in addition to any other remedies available under law.

18.06. Equal Opportunity Housing. This Project provides equal opportunity housing. Each Lot sold shall be sold without regard to the race, creed, color, national origin, ancestry, religion, marital status, age, sex, or handicap of the purchaser.

18.07. Exhibits. The following Exhibits are attached to this Declaration and incorporated herein and made a part hereof by reference:

Exhibit A - Legal Description of the Property
Exhibit B - Legal Description of the Additional Property
Exhibit C - Legal Description of the Northeast Parcel

Exhibit D - Site Plan for the Property, the Additional Property, and the Northeast Parcel
Exhibit E - Permitted Fencing Types
Exhibit F - Mailbox Standards
Exhibit G - Articles of Incorporation
Exhibit H - Bylaws
" I - REQUIRED SETBACKS

18.08. Amendments.

(A) During any period in which Declarant owns a Lot, Declarant may amend this Declaration without the approval of any Member or Mortgagee provided the amendment does not materially alter or change any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Area as set forth in this Declaration and the amendment does not adversely affect the title to any Lot, and during any such period this Declaration may not be amended without the written joinder of Declarant. In the event that such amendment would materially and adversely affect the security, title and interest of any Mortgagee, such amendment shall be valid only upon the written consent of sixty-seven percent (67%) of the Mortgagees (based on one vote for each mortgage owned).

(B) Should the Veterans' Administration, the Federal Housing Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Declaration or make such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Declaration to be recorded to reflect such changes.

(C) Any other amendments of this Declaration shall require (i) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members of the Association as such classes are set forth in the Bylaws and this Declaration; or (ii) if a two-class voting structure is not in effect, the vote or written consent of both sixty-seven percent (67%) of the Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant; provided, however, that the percentage of the Voting Power (of each class of Members, of the Association, and of Members other than Declarant) necessary to amend a specific provision of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that provision.

(D) Notwithstanding anything to the contrary contained in this Declaration, any amendment which establishes, governs, provides for or regulates any one of the following: (i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the Common Area; (iv) insurance or fidelity bonds; (v) right to use of the Common Area; (vi) responsibility for maintenance and repair of the Project; (vii) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project (other than as specifically permitted hereby); (viii) the boundaries of any Lot; (ix) interests in the Common Area; (x) leasing of ownership interests; (xi) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; (xii) any provisions which are for the express benefit of Mortgagees; or (xiii) any other material amendment, shall require (y) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members, or (z) if a two-class voting structure is not in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association, and the written consent of sixty-seven percent (67%) of the Mortgagees (based on one vote for each Mortgage owned). Any Mortgagee who does not respond within thirty (30) days request by the Association for consent to an amendment of this Declaration shall be deemed to have approved such request.

(E) Any instrument amending this Declaration must be recorded in the official records of the County, and in the case of an amendment made by the Owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment has been correctly adopted in accordance with the provisions of this Declaration. Any such amendment shall be effective upon the date of recordation.

(F) Notwithstanding any other provision hereof to the contrary, the Declarant may, without the joinder or consent of any Owner, Member, Mortgagee or any other party, (i) amend this Declaration at any time that Declarant owns all Lots within the Project, or (ii) amend this Declaration at any time to comply with the specific requirements of the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental agency or quasi-governmental agency which insures, guaranties, or purchases Mortgages.

18.09. FHA/VA Approval. If any Mortgage is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the Association by either such agency, the following action, if made by Declarant or if made while a two-class voting structure is in effect, must be

approved by either such agency: (i) any annexation of additional property; (ii) any mortgage, transfer or dedication of any Common Area; (iii) any amendment to this Declaration, the Articles or the Bylaws, if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by this Declaration, or (iv) any merger, consolidation or dissolution of the Association; provided however such approval shall specifically not be required where the amendment is made to add any property specifically identified in this Declaration, or to correct errors or omissions, or is required to comply with the requirements of any Mortgagee or is required by any governmental authority. Such approval shall be deemed given if either agency fails to give written notice of its disapproval of any such action to Declarant or to the Association within thirty (30) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of Declarant or the Association that the approval was given or deemed given.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration as of the date first above set forth.

DECLARANT

CENTEX HOMES
a Nevada general partnership

(Corporation Must Seal)
Attest:

By: CENTEX REAL ESTATE CORPORATION,
a Nevada corporation
Its Managing General Partner

Ken Thompson
Assistant Secretary

By: _____ 4-17-97
Kirk Rutter
Division President

CORPORATE SEAL

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, Beth Jones, a Notary Public in and for said County and State, the within named Kirk Rutter with whom I am personally acquainted, and who upon oath acknowledged himself to be the Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership, and that he, as such, executed the foregoing instrument for the purposes therein contained by signing his name as such Division President.

Witness my hand and seal, at office in Brentwood, Tennessee on this 17TH day of APRIL, 1997.

Elizabeth Jones
Notary Public, State of Tennessee
Elizabeth Jones
Notary's printed name
My Commission Expires: 5-23-98

NOTARY PUBLIC WILLIAMSON COUNTY, TENNESSEE AT LARGE

g:\division\nashvil\ccrs\mountvi2.ccr

EXHIBIT "A"

BEING A TRACT OF LAND LYING IN THE CITY OF NASHVILLE, DAVIDSON COUNTY TENNESSEE, BEING A PORTION OF THE MOUNTAIN VIEW PLANNED UNIT DEVELOPMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 6: (SECTION ONE)
BEGINNING AT A POINT, THE WESTERNMOST CORNER OF SAID MOUNTAIN VIEW SUBDIVISION;

THENCE WITH SAID MOUNTAIN VIEW SUBDIVISION THE FOLLOWING;
THENCE NORTH 05°34'43" EAST 881.47 FEET TO A POINT;
THENCE SOUTH 81°23'22" EAST 20.00 FEET TO A POINT;
THENCE NORTH 09°43'59" EAST 68.62 FEET TO A POINT;
THENCE SOUTH 79°42'18" EAST 271.02 FEET TO A POINT;
THENCE NORTH 00°13'37" EAST 365.88 FEET TO A POINT;
THENCE SOUTH 83°52'11" EAST 327.38 FEET TO A POINT;
THENCE SOUTH 82°55'54" EAST 22.17 FEET TO A POINT;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 1198.28 FEET, A CENTRAL ANGLE OF 03°03'13", A CHORD OF SOUTH 07°08'11" EAST 63.86 FEET ALONG THE TOTAL CURVE DISTANCE OF 63.86 FEET TO A POINT;
THENCE NORTH 81°20'13" EAST 50.00 FEET TO A POINT;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 1148.28 FEET, A CENTRAL ANGLE OF 17°21'20", A CHORD OF SOUTH 17°20'27" EAST 346.50 FEET ALONG THE TOTAL CURVE DISTANCE OF 347.83 FEET TO A POINT;
THENCE NORTH 51°21'32" EAST 277.98 FEET TO A POINT;

THENCE ON A SEVERANCE LINE ACROSS SAID MOUNTAIN VIEW SUBDIVISION THE FOLLOWING;
THENCE SOUTH 27°29'26" EAST 521.45 FEET TO A POINT;
THENCE SOUTH 46°06'46" WEST 190.10 FEET TO A POINT;
THENCE SOUTH 47°08'05" WEST 20.15 FEET TO A POINT;
THENCE SOUTH 35°53'20" EAST 35.41 FEET TO A POINT;
THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 16.50 FEET, A CENTRAL ANGLE OF 48°25'20", A CHORD OF SOUTH 11°40'40" EAST 13.53 FEET ALONG THE TOTAL CURVE DISTANCE OF 13.94 FEET TO A POINT;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 38.50 FEET, A CENTRAL ANGLE OF 165°44'42", A CHORD OF SOUTH 70°20'21" EAST 76.40 FEET ALONG THE TOTAL CURVE DISTANCE OF 111.37 FEET TO A POINT;
THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 16.50 FEET, A CENTRAL ANGLE OF 49°01'10", A CHORD OF NORTH 51°18'21" EAST 13.69 FEET ALONG THE TOTAL CURVE DISTANCE OF 14.12 FEET TO A POINT;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 81.50 FEET, A CENTRAL ANGLE OF 65°51'01", A CHORD OF NORTH 42°53'54" EAST 88.60 FEET ALONG THE TOTAL CURVE DISTANCE OF 93.67 FEET TO A POINT;
THENCE NORTH 09°58'23" EAST 70.09 FEET TO A POINT;
THENCE SOUTH 49°38'44" EAST 721.98 FEET TO A POINT;
THENCE SOUTH 02°06'59" EAST 338.12' FEET TO A POINT;
THENCE NORTH 54°07'03" WEST 622.58 FEET TO A POINT;
THENCE SOUTH 73°20'07" WEST 368.44 FEET TO A POINT;
THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 00°28'48", A CHORD OF SOUTH 16°25'29" EAST 8.00 FEET ALONG THE TOTAL CURVE DISTANCE OF 8.00 FEET TO A POINT;
THENCE SOUTH 16°11'08" EAST 34.23 FEET TO A POINT;
THENCE SOUTH 73°48'52" WEST 360.72 FEET TO A POINT;
THENCE NORTH 70°07'51" WEST 113.55 FEET TO A POINT IN THE LINE OF SAID MOUNTAIN VIEW SUBDIVISION;

THENCE WITH THE LINE OF SAID MOUNTAIN VIEW SUBDIVISION THE FOLLOWING;
THENCE NORTH 06°11'35" EAST 201.53 FEET TO A POINT;
THENCE SOUTH 87°25'52" WEST 302.41 FEET TO A POINT;
THENCE SOUTH 87°50'25" WEST 361.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,565,055.6 SQUARE FEET, OR 35.93 ACRES, MORE OR LESS.

A DRAWING ATTACHED HERETO AS EXHIBIT "B" FACILITATES THIS DESCRIPTION.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

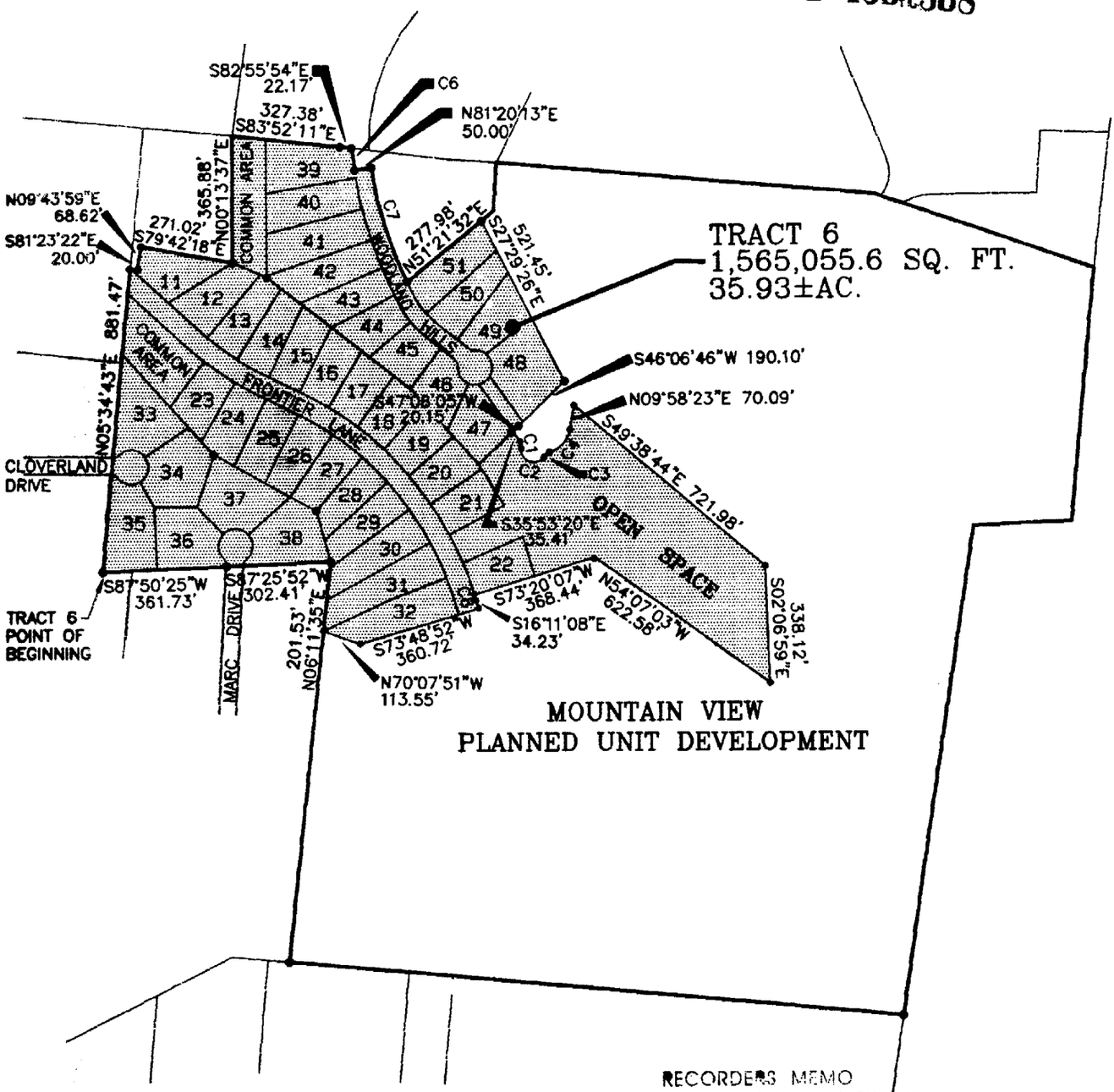
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PREPARED BY:
LITTLEJOHN ENGINEERING ASSOCIATES, INC.
1935 TWENTY-FIRST AVENUE SOUTH
NASHVILLE, TENNESSEE 37212
(615) 385-4144

APRIL 10, 1997
443RRES2.dwg

EXHIBIT "A"

BOOK 10496 PG 368



MOUNTAIN VIEW
PLANNED UNIT DEVELOPMENT

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	16.50'	13.94'	7.42'	13.53'	S11°40'40"E	48°25'20"
C2	38.50'	111.37'	307.89'	76.40'	S70°20'21"E	165°44'42"
C3	16.50'	14.12'	7.52'	13.69'	N51°18'21"E	49°01'10"
C4	81.50'	93.67'	52.78'	88.60'	N42°53'54"E	65°51'01"
C5	50.00'	41.15'	21.82'	40.00'	N54°06'40"E	47°09'23"
C6	1198.28'	63.86'	31.94'	63.86'	S07°08'11"E	03°03'13"
C7	1148.28'	347.83'	175.26'	346.50'	S17°20'27"E	17°21'20"
C8	955.00'	8.00'	4.00'	8.00'	S16°25'29"E	00°28'48"

1" = 400'

LITTLEJOHN ENGINEERING ASSOCIATES, INC
ENGINEERING PLANNING LANDSCAPE ARCHITECTURE
1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

APRIL 10, 1997 443RRES2.dwg

EXHIBIT "B"

BEING A TRACT OF LAND LYING IN THE CITY OF NASHVILLE, DAVIDSON COUNTY TENNESSEE, BEING A PORTION OF THE MOUNTAIN VIEW PLANNED UNIT DEVELOPMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 7: (SECTION TWO)
BEGINNING AT A POINT, THE SOUTHEAST CORNER OF SAID MOUNTAIN VIEW SUBDIVISION;

THENCE WITH SAID MOUNTAIN VIEW SUBDIVISION THE FOLLOWING;
THENCE NORTH 84°50'01" WEST 1790.48 FEET TO A POINT;
THENCE NORTH 06°11'35" EAST 965.89 FEET TO A POINT;

THENCE ON A SEVERANCE LINE ACROSS SAID MOUNTAIN VIEW SUBDIVISION THE FOLLOWING;
THENCE NORTH 70°07'51" WEST 113.55 FEET TO A POINT IN THE LINE OF
THENCE SOUTH 73°48'52" WEST 360.72 FEET TO A POINT;
THENCE SOUTH 16°11'08" EAST 34.23 FEET TO A POINT;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 00°28'48", A CHORD OF SOUTH 16°25'29" EAST 8.00 FEET ALONG THE TOTAL CURVE DISTANCE OF 8.00 FEET TO A POINT;
THENCE SOUTH 73°20'07" WEST 368.44 FEET TO A POINT;
THENCE NORTH 54°07'03" WEST 622.58 FEET TO A POINT;
THENCE SOUTH 02°06'59" EAST 338.12' FEET TO A POINT;
THENCE SOUTH 49°38'44" EAST 330.05 FEET TO A POINT;
THENCE SOUTH 81°41'34" EAST 297.99 FEET TO A POINT;
THENCE SOUTH 08°21'34" WEST 1057.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,969,438.7 SQUARE FEET, OR 45.21 ACRES, MORE OR LESS.

A DRAWING ATTACHED HERETO AS EXHIBIT "B" FACILITATES THIS DESCRIPTION.

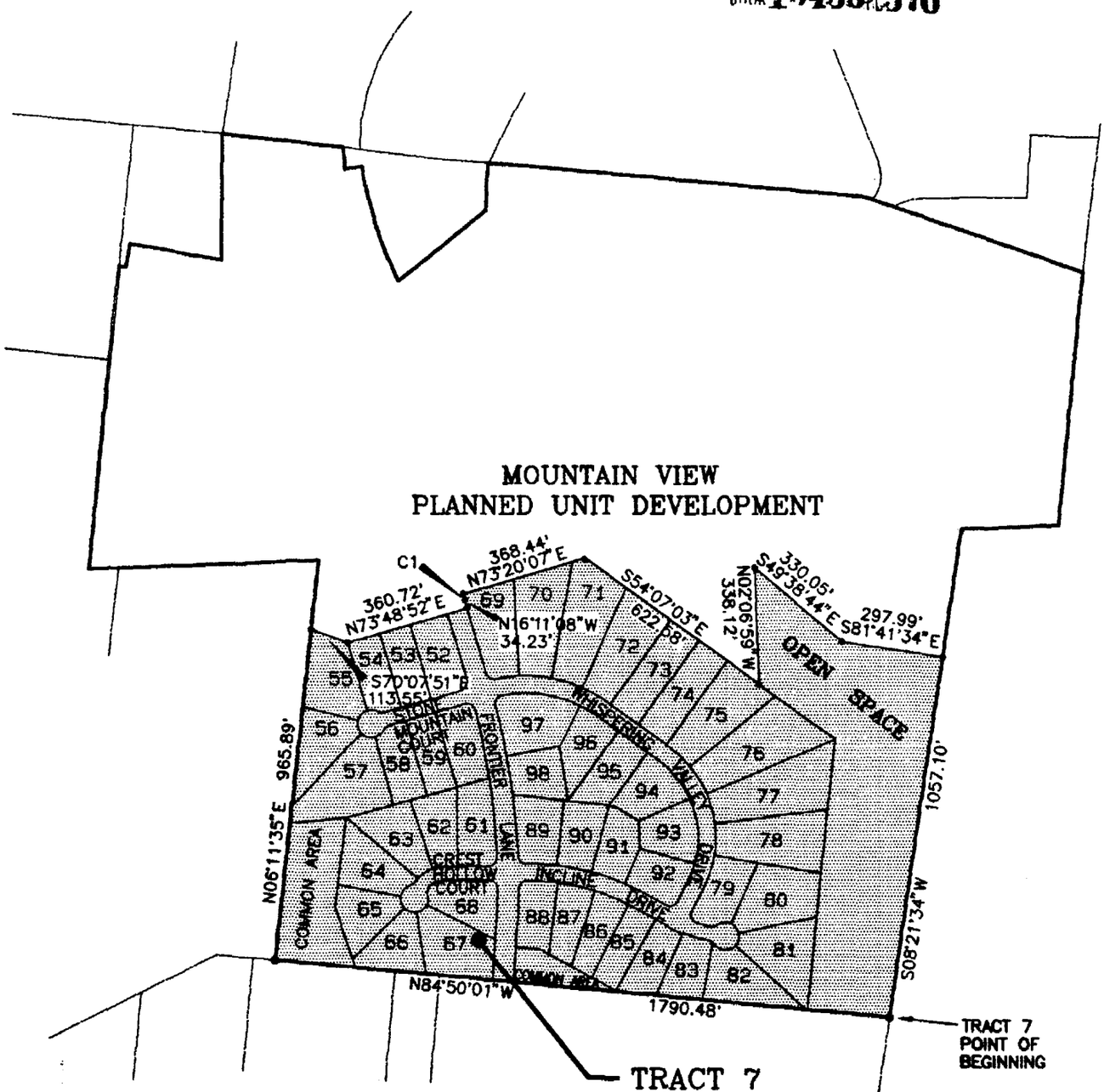
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PREPARED BY:
LITTLEJOHN ENGINEERING ASSOCIATES, INC.
1935 TWENTY-FIRST AVENUE SOUTH
NASHVILLE, TENNESSEE 37212
(615) 385-4144

REVISED APRIL 18, 1997
APRIL 10, 1997
443RRES2.dwg

EXHIBIT "B"

BOOK 10496 PG 370



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	955.00'	8.00'	4.00'	8.00'	N16°25'29"W	00°28'48"

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1" = 400'

LITTLEJOHN ENGINEERING ASSOCIATES, INC
ENGINEERING PLANNING LANDSCAPE ARCHITECTURE
1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

APRIL 10, 1997
REVISED APRIL 16, 1997

443RRES2.dwg

EXHIBIT "C"

BEING A TRACT OF LAND LYING IN THE CITY OF NASHVILLE, DAVIDSON COUNTY TENNESSEE, BEING A PORTION OF THE MOUNTAIN VIEW PLANNED UNIT DEVELOPMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 4: (LOTS 1-10 AND OPEN SPACE TO THE EAST)
BEGINNING AT A POINT, THE NORTHEAST CORNER OF SAID MOUNTAIN VIEW SUBDIVISION;

THENCE WITH THE EAST LINE OF SAID MOUNTAIN VIEW SUBDIVISION THE FOLLOWING;
THENCE SOUTH 05°42'21" WEST 737.60 FEET TO A POINT;
THENCE SOUTH 87°34'34" WEST 282.41 FEET TO A POINT;
THENCE SOUTH 08°21'34" WEST 372.47 FEET TO A POINT;

THENCE ON A SEVERANCE LINE ACROSS SAID MOUNTAIN VIEW SUBDIVISION THE FOLLOWING;
THENCE NORTH 81°41'34" WEST 297.99 FEET TO A POINT;
THENCE NORTH 49°38'44" WEST 1052.03 FEET TO A POINT;
THENCE SOUTH 09°58'23" WEST 70.09 FEET TO A POINT;
THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 81.50 FEET, A CENTRAL ANGLE OF 65°51'01", A CHORD OF SOUTH 42°53'54" WEST 88.60 FEET ALONG THE TOTAL CURVE DISTANCE OF 93.67 FEET TO A POINT;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 16.50 FEET, A CENTRAL ANGLE OF 49°01'10", A CHORD OF SOUTH 51°18'21" WEST 13.69 FEET ALONG THE TOTAL CURVE DISTANCE OF 14.12 FEET TO A POINT;
THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 38.50 FEET, A CENTRAL ANGLE OF 165°44'42", A CHORD OF NORTH 70°20'21" WEST 76.40 FEET ALONG THE TOTAL CURVE DISTANCE OF 111.37 FEET TO A POINT;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 16.50 FEET, A CENTRAL ANGLE OF 48°25'20", A CHORD OF NORTH 11°40'40" WEST 13.53 FEET ALONG THE TOTAL CURVE DISTANCE OF 13.94 FEET TO A POINT;
THENCE NORTH 35°53'20" WEST 205.35 FEET TO A POINT;
THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 47°09'23", A CHORD OF NORTH 54°06'40" EAST 40.00 FEET ALONG THE TOTAL CURVE DISTANCE OF 41.15 FEET TO A POINT;
THENCE SOUTH 35°53'20" EAST 164.69 FEET TO A POINT;
THENCE NORTH 46°06'46" EAST 169.90 FEET TO A POINT;
THENCE NORTH 27°29'26" WEST 521.45 FEET TO A POINT;
THENCE NORTH 51°21'32" EAST 46.76 FEET TO A POINT;
THENCE NORTH 03°22'37" EAST 139.68 FEET TO A POINT, A CORNER OF SAID MOUNTAIN VIEW SUBDIVISION;

THENCE WITH MOUNTAIN VIEW SUBDIVISION THE FOLLOWING;
THENCE SOUTH 84°58'02" EAST 1099.58 FEET TO A POINT;
THENCE SOUTH 71°14'44" EAST 669.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,619,008.5 SQUARE FEET, OR 37.16 ACRES, MORE OR LESS.

A DRAWING ATTACHED HERETO AS EXHIBIT "B" FACILITATES THIS DESCRIPTION.

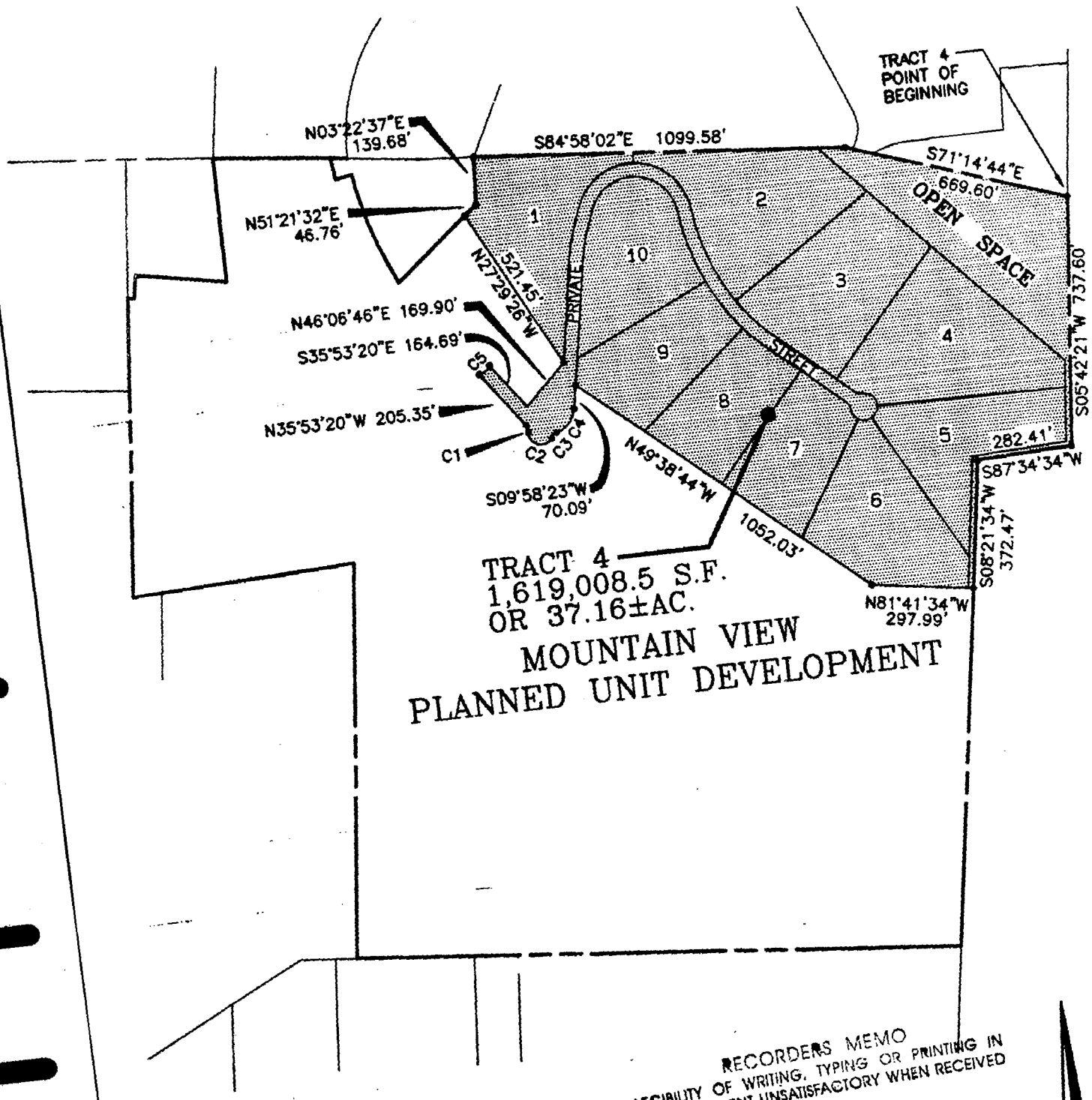
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PREPARED BY:
LITTLEJOHN ENGINEERING ASSOCIATES, INC.
1935 TWENTY-FIRST AVENUE SOUTH
NASHVILLE, TENNESSEE 37212
(615) 385-4144

APRIL 10, 1997
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EXHIBIT "C"

BOOK 10496 PG 372



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CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	16.50'	13.94'	7.42'	13.53'	N11°40'40"W	48°25'20"
C2	38.50'	111.37'	307.89'	76.40'	N70°20'21"W	165°44'42"
C3	16.50'	14.12'	7.52'	13.69'	S51°18'21"W	49°01'10"
C4	81.50'	93.67'	52.78'	88.60'	S42°53'54"W	65°51'01"
C5	50.00'	41.15'	21.82'	40.00'	N54°06'40"E	47°09'23"

N

1" = 400'

LITTLEJOHN ENGINEERING ASSOCIATES, INC
ENGINEERING PLANNING LANDSCAPE ARCHITECTURE
1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

APRIL 10, 1997

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EXHIBIT "D"

BEING A TRACT OF LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AND BEING THE PROPERTY OF CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, AS OF RECORD IN DEED BOOK 10175, PAGE 469, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING BOUNDED ON THE NORTH BY JOHN B. BLANKS, ET UX, AS OF RECORD IN DEED BOOK 6815, PAGE 687, BY MYRTLEWOOD ESTATES, SECTION 1, AS OF RECORD IN PLAT BOOK 5200, PAGE 361, BY WILLETT SUBDIVISION, AS OF RECORD IN PLAT BOOK 6200, PAGE 30, BY SAMUEL H. HOGAN, AS OF RECORD IN DEED BOOK 9895, PAGE 988,AND BY THE SECOND REVISION OF BRENTWOOD OAKS, AS OF RECORD IN PLAT BOOK 6900, PAGE 174, ON THE EAST BY EDDIE J. REDDICK, AS OF RECORD IN DEED BOOK 9907, PAGE 390, AND BY HOLT HILLS, SECTION 3, AS OF RECORD IN PLAT BOOK 5200, PAGE 306, ON THE SOUTH BY JOHN WHITE, ET UX, AS OF RECORD IN DEED BOOK 1882, PAGE 210, BY HARRIET D. WHITE, AS OF RECORD IN DEED BOOK 4704, PAGE 829, AND BY HATTIE WHITE, AS OF RECORD IN DEED BOOK 4864, PAGE 225, AND ON THE WEST BY HARVARD ESTATES, SECTION 2, AS OF RECORD IN PLAT BOOK 4675, PAGE 61, BY HARVARD ESTATES, SECTION 4, AS OF RECORD IN PLAT BOOK 4675, PAGE 153, AND BY THE HIGHLANDS, AS OF RECORD IN PLAT BOOK 5050, PAGE 14, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT A CORNER COMMON WITH WILLETT SUBDIVISION, THE RESUBDIVISION OF LOTS 52, 53, & 54, SECTION 1 OF THE MYRTLEWOOD ESTATES, AS OF RECORD IN PLAT BOOK 5190, PAGE 601, AND WITH SAMUEL H. HOGAN;

THENCE WITH SAMUEL H. HOGAN FOR THE FOLLOWING TWO CALLS:
SOUTH 84 DEG 58 MIN 02 SEC EAST, 1099.58 FEET TO A CONCRETE MONUMENT;
SOUTH 71 DEG 14 MIN 44 SEC EAST, 669.60 FEET TO AN IRON ROD AT A FENCE INTERSECTION IN THE WEST PROPERTY LINE OF EDDIE J. REDDICK;

THENCE WITH EDDIE J. REDDICK FOR THE FOLLOWING THREE CALLS:
SOUTH 05 DEG 44 MIN 21 SEC WEST, 737.60 FEET TO AN IRON ROD;
SOUTH 87 DEG 34 MIN 34 SEC WEST, 282.41 FEET TO AN IRON ROD;
SOUTH 08 DEG 21 MIN 34 SEC WEST, 1429.56 FEET TO AN IRON ROD AT A FENCE INTERSECTION IN THE WEST PROPERTY LINE OF HOLT HILLS, SECTION THREE AND AT A CORNER COMMON WITH JOHN WHITE, ET UX;

THENCE WITH JOHN WHITE, ET UX NORTH 84 DEG 50 MIN 01 SEC WEST, 1790.48 FEET TO AN IRON ROD AT A FENCE INTERSECTION IN THE NORTH PROPERTY LINE OF HATTIE WHITE, AND AT A CORNER COMMON WITH HARVARD ESTATES, SECTION 2;

THENCE WITH HARVARD ESTATES, SECTION 2 FOR THE FOLLOWING THREE CALLS:
NORTH 06 DEG 11 MIN 35 SEC EAST, 1167.42 FEET TO AN IRON ROD AT A FENCE INTERSECTION;
SOUTH 87 DEG 25 MIN 52 SEC WEST, 302.41 FEET TO A CONCRETE MONUMENT;
SOUTH 87 DEG 50 MIN 25 SEC WEST, 361.73 FEET TO AN IRON ROD AT A FENCE CORNER, ALSO BEING A COMMON CORNER WITH HARVARD ESTATES, SECTION 4;

THENCE WITH HARVARD ESTATES, SECTION 4 NORTH 05 DEG 34 MIN 43 SEC EAST, 881.47 FEET TO AN IRON ROD IN THE EAST PROPERTY LINE OF THE HIGHLANDS, AT A CORNER COMMON WITH JOHN B. BLANKS, ET UX;

THENCE WITH JOHN B. BLANKS, ET UX FOR THE FOLLOWING FOUR CALLS:
SOUTH 81 DEG 23 MIN 22 SEC EAST, 20.00 FEET TO AN IRON ROD;
NORTH 09 DEG 43 MIN 59 SEC EAST, 68.62 FEET TO A METAL FENCE POST;
SOUTH 79 DEG 42 MIN 18 SEC EAST, 271.02 FEET TO AN IRON ROD;
NORTH 00 DEG 13 MIN 37 SEC EAST, 365.88 FEET TO AN IRON ROD AT A CORNER COMMON WITH THE HIGHLANDS ANNEX, AS OF RECORD IN PLAT BOOK 5210, PAGE 59, AND WITH MYRTLEWOOD ESTATES, SECTION 1;

THENCE WITH MYRTLEWOOD ESTATES, SECTION 1 FOR THE FOLLOWING TWO CALLS:
SOUTH 83 DEG 52 MIN 11 SEC EAST, 327.38 FEET TO AN IRON ROD;
SOUTH 82 DEG 55 MIN 54 SEC EAST, 22.17 FEET TO AN IRON ROD, AT A CORNER COMMON WITH WILLETT SUBDIVISION;

THENCE WITH WILLETT SUBDIVISION FOR THE FOLLOWING FIVE CALLS:
ALONG A CURVE TO THE LEFT, THE CENTRAL ANGLE OF WHICH IS 03 DEG 03 MIN 13 SEC, THE RADIUS OF WHICH IS 1198.28 FEET, THE CHORD OF WHICH IS SOUTH 07 DEG 08 MIN 11 SEC EAST, 63.86 FEET, ALONG AN ARC LENGTH OF 63.86 FEET TO AN IRON ROD;
NORTH 81 DEG 20 MIN 13 SEC EAST, 50.00 FEET TO AN IRON ROD;
ALONG A CURVE TO THE LEFT, THE CENTRAL ANGLE OF WHICH IS 17 DEG 21 MIN 20 SEC, THE RADIUS OF WHICH IS 1148.28 FEET, THE CHORD OF WHICH IS SOUTH 17 DEG 20 MIN 27 SEC EAST, 346.50 FEET, ALONG AN ARC LENGTH OF 347.83 FEET TO A CONCRETE MONUMENT;
NORTH 51 DEG 21 MIN 32 SEC EAST, 324.74 FEET TO AN IRON ROD;
NORTH 03 DEG 22 MIN 37 SEC EAST, 139.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,146,921 SQUARE FEET (118.157 ACRES MORE OR LESS).

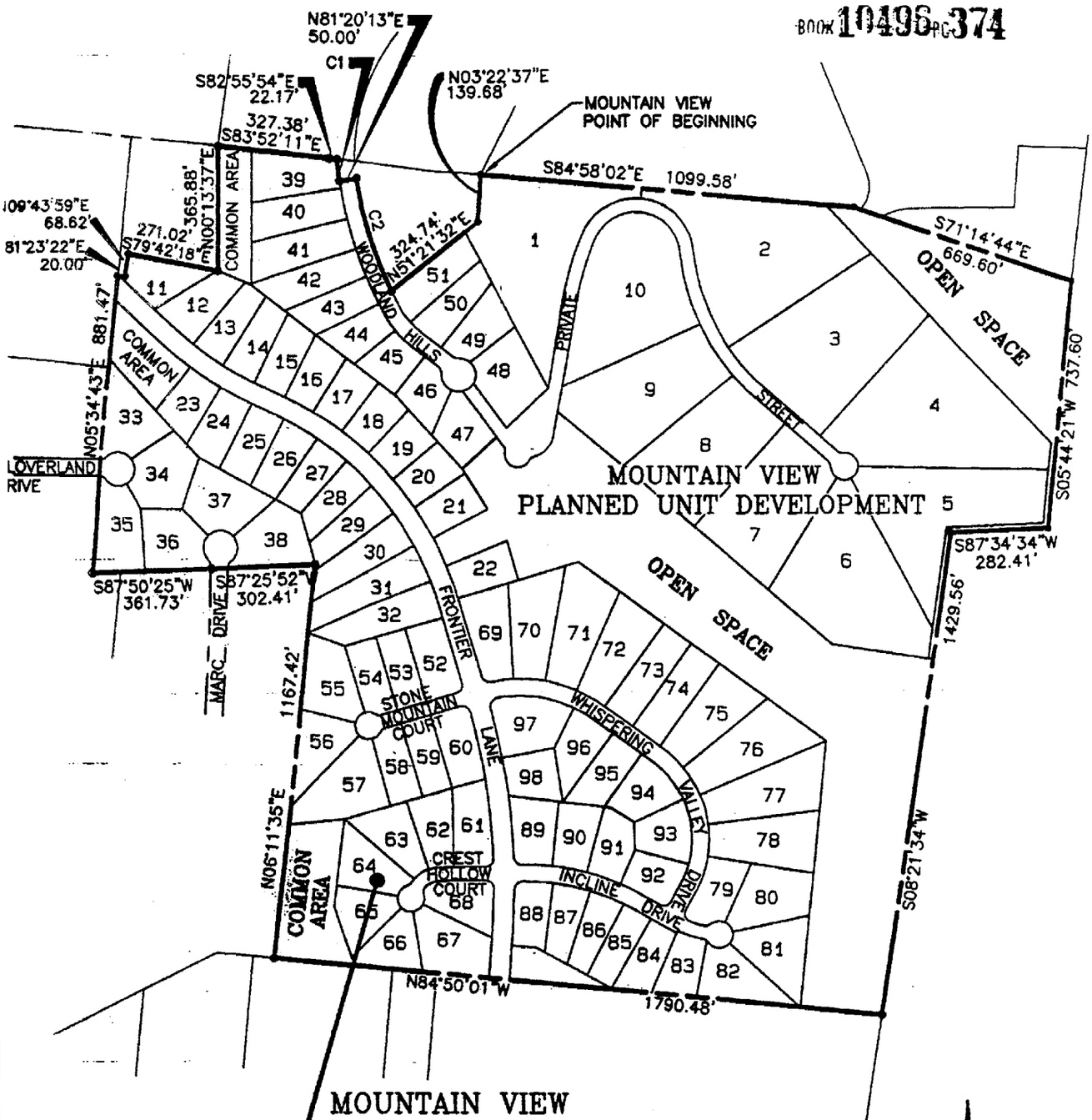
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LITTLEJOHN ENGINEERING ASSOCIATES, INC.
1935 TWENTY-FIRST AVENUE SOUTH
NASHVILLE, TENNESSEE 37212
(615) 385-4144

APRIL 17, 1997
443RRES.dwg

EXHIBIT "D"

BOOK 10496 PG 374



MOUNTAIN VIEW
(SITE IN ITS ENTIRETY)
5,146,921 SQ. FT.
118.157±AC.

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CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1198.28'	63.86'	31.94'	63.86'	S07°08'11"E	03°03'13"
C2	1148.28'	347.83'	175.26'	346.50'	S17°20'27"E	17°21'20"

1" = 400'

LITTLEJOHN ENGINEERING ASSOCIATES, INC
ENGINEERING PLANNING LANDSCAPE ARCHITECTURE
1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

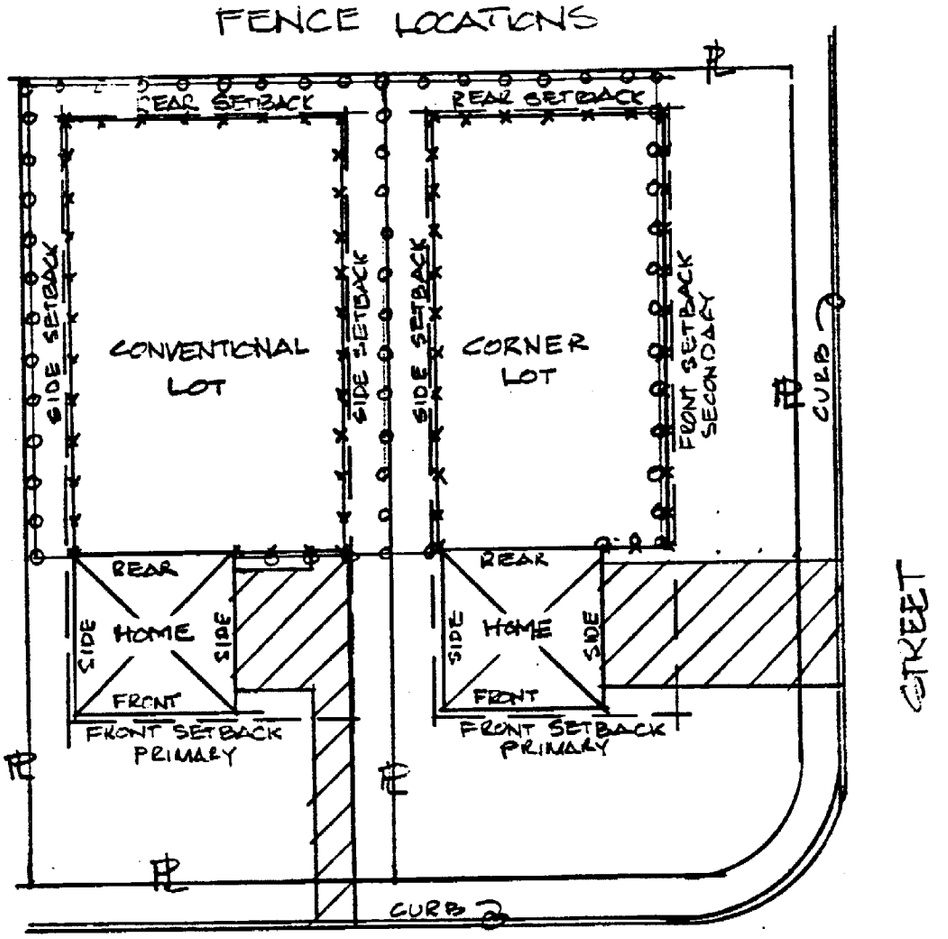
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EXHIBIT E

PERMITTED FENCING TYPES

BOOK 10496 PG 375

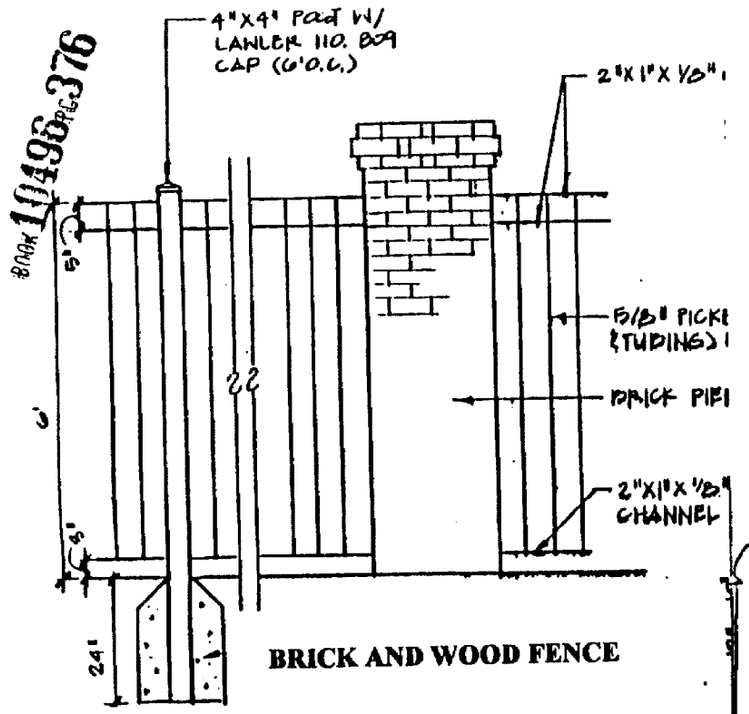
FENCE LOCATIONS



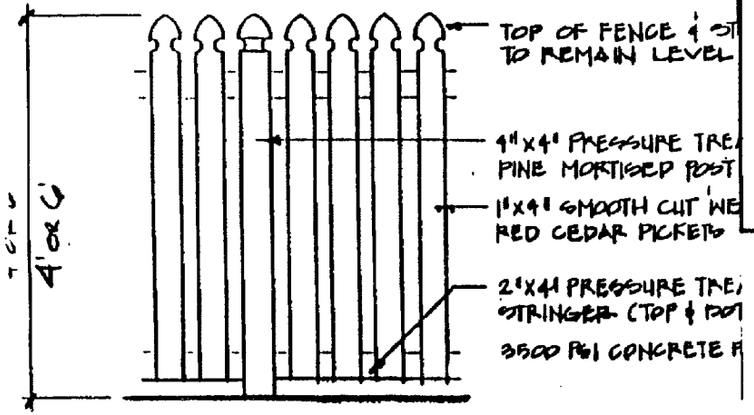
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	DRIVEWAY
	PRIVACY FENCE LIMIT 4-6' TALL
	PERIMETER FENCE LIMIT 0-4' TALL
PL	PROPERTY LINE
NOTE:	NO FENCE SHALL OBSTRUCT DRAINAGE

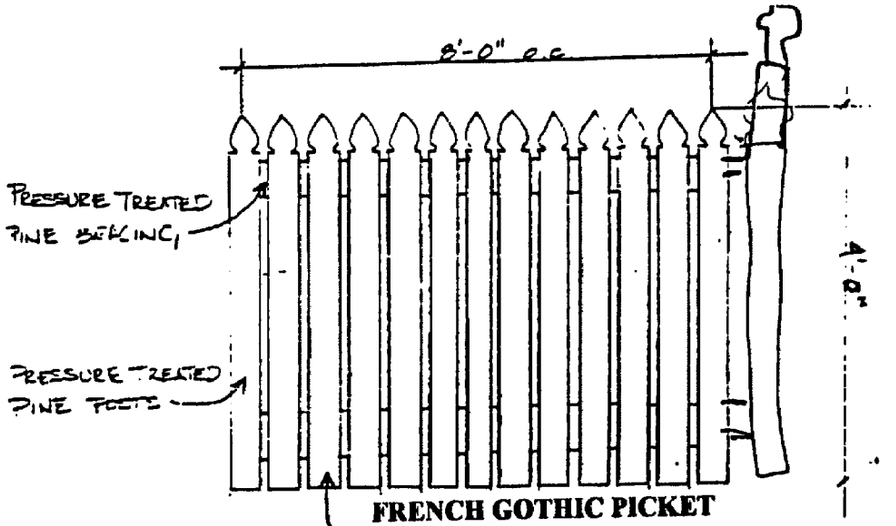
BOOK 10495 PG 376



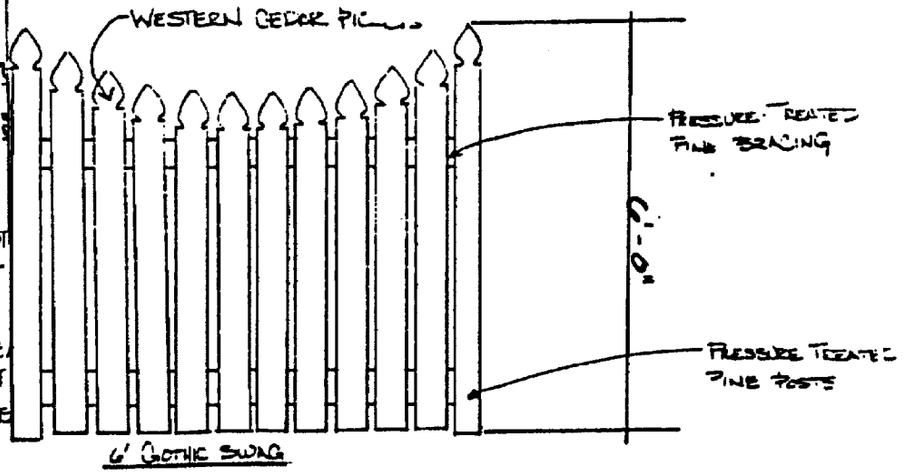
BRICK AND WOOD FENCE



FRENCH GOTHIC PICKET



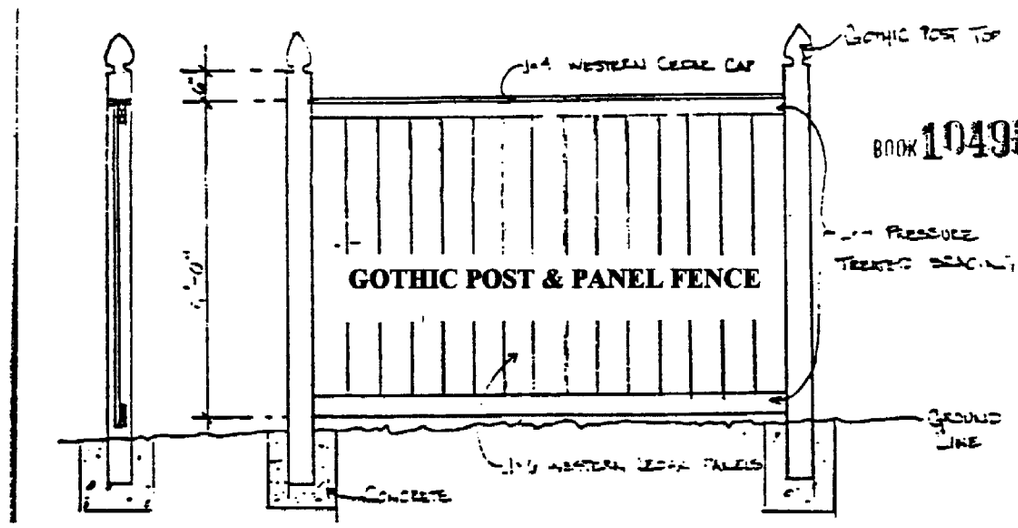
FRENCH GOTHIC PICKET



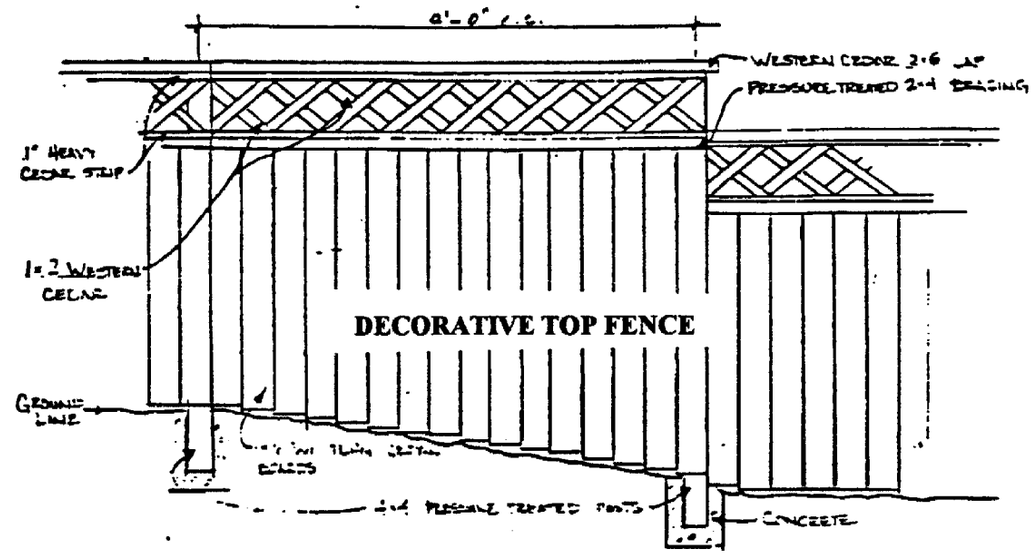
FRENCH GOTHIC PICKET SWAG

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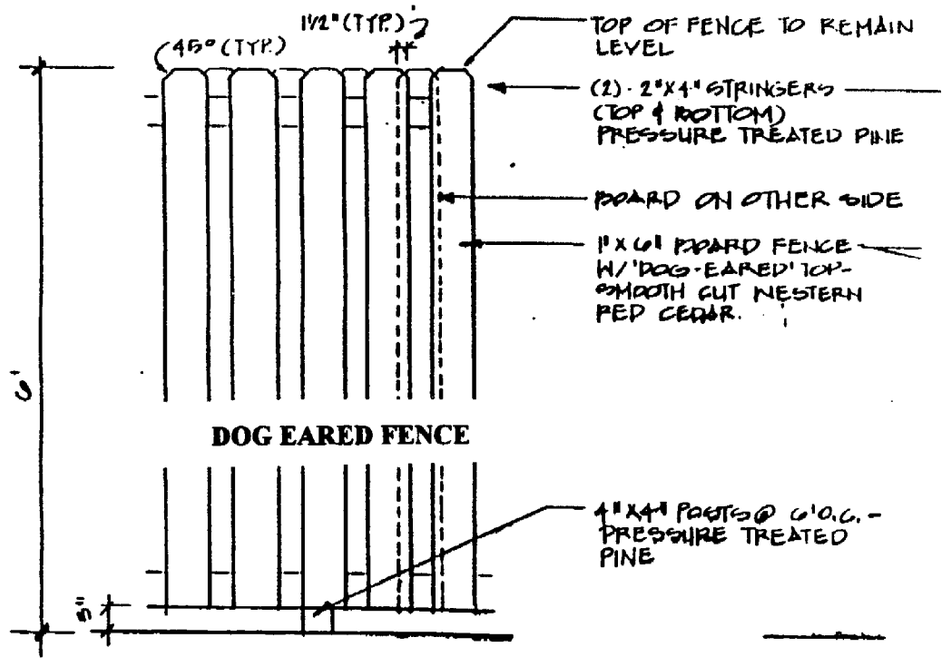
BOOK 10496 PG 377



GOTHIC POST & PANEL FENCE



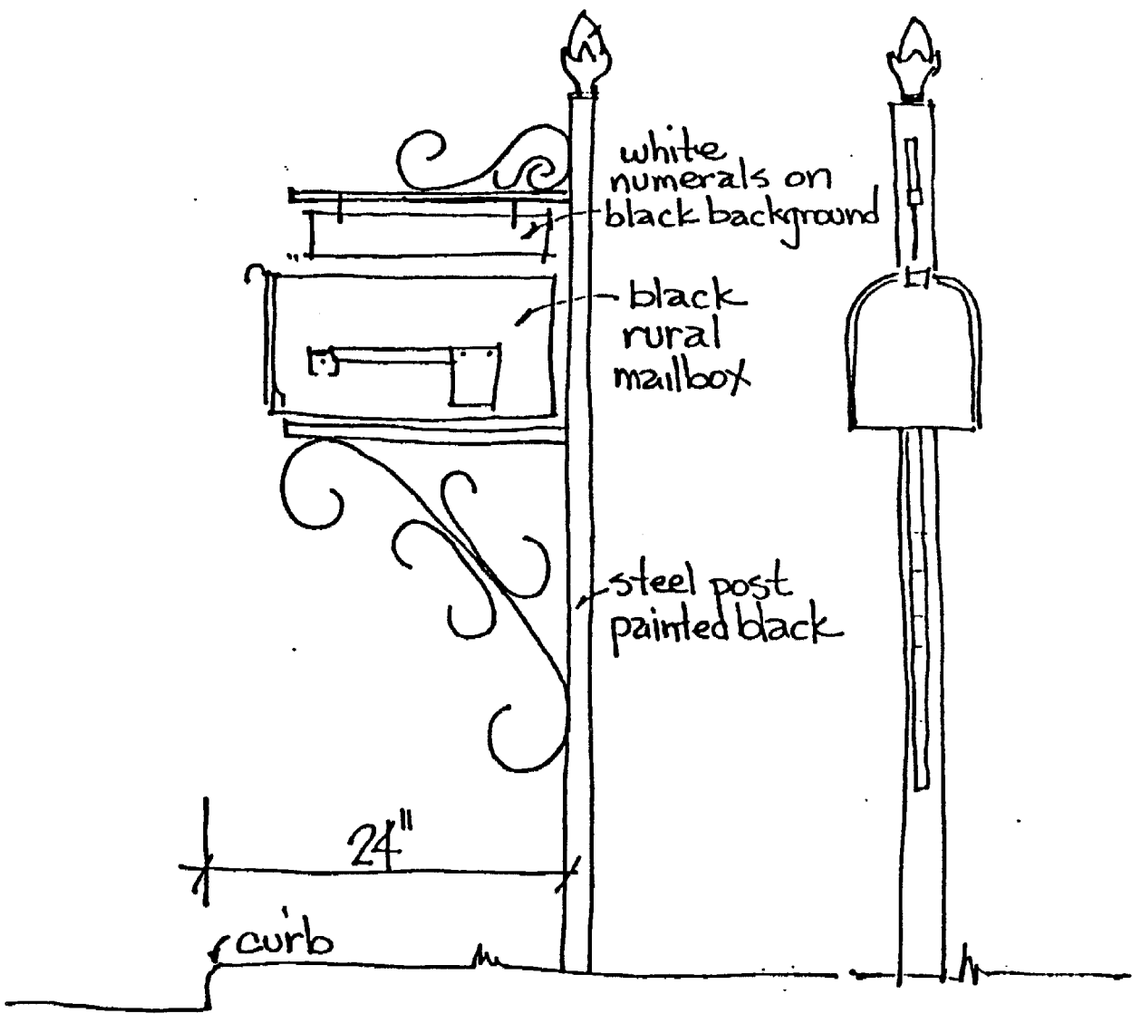
DECORATIVE TOP FENCE



DOG EARED FENCE

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EXHIBIT F
MAILBOX STANDARDS



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EXHIBIT G
ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

MOUNTAIN VIEW HOMEOWNERS ASSOCIATION, INC.

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37243-0306

DATE: 04/01/97
REQUEST NUMBER: 3316-2325
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 04/01/97 1147
EFFECTIVE DATE/TIME: 04/01/97 1147
CONTROL NUMBER: 0328386

TO:
CENTEX HOMES OF NASHVILLE
5200 MARYLAND WAY
STE. 106
BRENTWOOD, TN 37027

BOOK 10496 PG 380

RE:
MOUNTAIN VIEW HOMESOWNERS ASSOCIATION, INC.
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

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FOR: CHARTER - NONPROFIT ON DATE: 04/01/97

FROM:
CENTEX HOMES-NASHVILLE DIVISION
2525 PERIMETER PL
SUITE 201
NASHVILLE, TN 37214-0000

	FEES	
RECEIVED:	$50.00	$50.00
TOTAL PAYMENT RECEIVED:		$100.00

RECEIPT NUMBER: 00002101562
ACCOUNT NUMBER: 00094151

Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

FILED

BOOK 10496 PG 381

ARTICLES OF INCORPORATION
OF
MOUNTAIN VIEW HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the nonprofit corporation laws of the State of Tennessee, we, the undersigned natural persons of the age of twenty-one years or more, and residents of the State of Tennessee, acting as incorporators of a corporation under the nonprofit corporation laws of the State of Tennessee, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation shall be the Mountain View Homeowners Association, Inc., a Tennessee nonprofit corporation which is a mutual benefit corporation.

ARTICLE II

NON-PROFIT QUALIFICATIONS

This corporation does not contemplate pecuniary gain or profit to the members thereof and it is organized for non-profit purposes. No part of the net earnings of this corporation shall inure to the benefit of any private member or individual. This corporation is not a religous corporation.

ARTICLE III

PURPOSE AND POWERS

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the nonprofit corporation laws of the State of Tennessee. Its specific and primary purposes are to provide for the enforcement of the declaration of covenants, conditions and restrictions (the **"Declaration"**) relating to the care, maintenance, preservation and architectural control of, certain real property in or part of an area commonly known as Mountain View which is located in Davidson County, Tennessee, and to promote the health, safety and welfare of

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THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

persons residing in the development which is the subject of the Declaration. Unless otherwise specifically provided herein, any capitalized terms used in these Articles of Incorporation shall have the same meanings as are given to such terms in the Declaration. In furtherance of these purposes, but subject to any restrictions in the Declaration (to be recorded upon the real property comprising the Project) and in the duly adopted Bylaws of this corporation, this corporation shall have power to do the following:

(a) to exercise all of the powers and privileges and to perform all of the duties and obligations of this corporation as set forth in the Declaration;

(b) to fix, levy, collect and enforce payment by any lawful means of charges and assessments;

(c) to pay all expenses of the business of this corporation, including all license and permit fees, taxes and other governmental charges levied or imposed against this corporation or the property of this corporation;

(d) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this corporation;

(e) to borrow money, and mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) to compromise, settle, release and otherwise adjust claims, demands, causes of action and liabilities in favor of the corporation and the Owners, or on behalf of the corporation and Owners, as the case may be, provided any such claim, demand, cause of action or liability arises out of or relates to a condition or defect common to all or a majority of the Lots or improvements constructed thereon, or to the development, design, construction, condition, repair or maintenance of or damage or injury to or defect in the Common Area of the Project or part thereof, and to make and receive all payment or other consideration necessary therefor or in connection therewith;

(g) to engage the services of agents, independent contractors or employees to manage, operate or perform, all or any part of the affairs and business of this corporation;

(h) to dedicate, sell or transfer all or any part of the Common Area of the Project to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members as set forth in the Declaration;

(i) to participate in mergers and consolations with other nonprofit corporations organized for the same purposes or annex additional property and Common Area as provided in the Declaration;

(j) to have and to exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation laws of the State of Tennessee by law may now or hereafter have or exercise; and

(k) to do and perform any and all lawful acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which this corporation is formed, and pay the costs and/or expenses in connection therewith.

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or of otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLE IV

INITIAL AGENT

The name of the corporation's initial agent for service of process is Kirk Rutter and the address for such agent and the registered office of the corporation shall be 5200 Maryland Way, Suite 106, Brentwood, Tennessee, 37027.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the corporation shall be managed by a Board of not less than three (3) nor more than five (5) directors. The initial Board shall consist of three (3) directors. The Board may be expanded as provided in the Bylaws of this corporation.

The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Brett Barr	5200 Maryland Way, Suite 106, Brentwood, Tennessee, 37027
Kirk Rutter	5200 Maryland Way, Suite 106, Brentwood, Tennessee, 37027
Ken Thompson	5200 Maryland Way, Suite 106, Brentwood, Tennessee, 37027

ARTICLE VI

MEMBERSHIP, VOTING RIGHTS AND ASSESSMENTS

This is a non-stock corporation. The authorized number and qualifications of Members of this corporation, the different classes of Membership, if any, the property, voting rights and privileges of Members, the liability of Members for assessments, and the method of collection thereof shall be as set forth in the Declaration and in Bylaws to be adopted by the directors of this corporation.

ARTICLE VII

BYLAWS

The first directors of this corporation shall have the power to adopt Bylaws for this corporation.

ARTICLE VIII

DURATION

The term of existence of this corporation shall be perpetual. Its principal place of business is in Williamson County, at 5200 Maryland Way, Suite 106, Brentwood, Tennessee, 37027.

ARTICLE IX

DISSOLUTION

This corporation may be dissolved only upon (i) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members of this corporation as such classes of Membership are set forth in the Declaration and Bylaws and, if any Mortgage is guaranteed or insured by the Federal Housing Administration, the written approval of the Federal Housing Administration; or (ii) if a two-class voting structure is not in effect, the vote or written consent of both sixty-seven percent (67%) of the Voting Power of this corporation and sixty-seven percent (67%) of the Voting Power of this corporation residing in Members other than Declarant. Upon dissolution of this corporation, other than incident to a merger or consolidation, the assets of this corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE X

AMENDMENTS

Any amendment of these Articles of Incorporation shall require the approval of the Board and (i) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members of this corporation as such classes of Membership are set forth in the Declaration and Bylaws and if any Mortgage is guaranteed or insured by the Federal Housing Administration, the written approval of the Federal Housing Administration; or (ii) if a two-class voting

structure is not in effect, the vote or written consent of both sixty-seven percent (67%) of the Voting Power of this corporation and sixty-seven percent (67%) of the Voting Power of this corporation residing in Members other than Declarant under the aforesaid Declaration; provided, however, that the percentage of the Voting Power of this corporation and of Members other than Declarant necessary to amend a specific provision of these Articles of Incorporation shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that provision.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Tennessee, the undersigned, being the incorporators of the corporation, have executed these Articles of Incorporation this 31st day of March, 1997.

3/31/97

Brett Barr
5200 Maryland Way, Suite 106,
Brentwood, Tennessee, 37027

3-31-97

Kirk Rutter
5200 Maryland Way, Suite 106,
Brentwood, Tennessee, 37027

Ken Thomspon
5200 Maryland Way, Suite 106,
Brentwood, Tennessee, 37027

STATE OF TENNESSEE §
§
COUNTY OF Williamson §

Personally appeared before me, Elizabeth Jones a Notary Public in and for said County and State, the within named Brett Barr, Kirk Rutter & Ken Thomspon, personally known to me or proved to me on the basis of satisfactory evidence to be the

persons whose names are subscribed to the within Articles of Incorporation, and acknowledged to me that they executed the same.

Witness my hand and seal, at office in Brentwood, Tennessee on this 31st day of March, 1997.

Elizabeth Jones
Notary Public, State of Tennessee
Elizabeth Jones
Notary's printed name
My Commission Expires: 5-23-98

BOOK 10496 PG 388

BYLAWS

OF

MOUNTAIN VIEW HOMEOWNERS ASSOCIATION, INC.

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BYLAWS

OF

MOUNTAIN VIEW HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Mountain View Homeowners Association, Inc. The principal office of the corporation shall be located at 5200 Maryland Way, Suite 106, Brentwood, Tennessee, 37027, but meeting of Members and Directors may be held at such places within the State of Tennessee in the County of Davidson or Williamson, as may be designated by the Board.

ARTICLE II
DEFINITIONS

Section 1. "Association" means the Mountain View Homeowners Association, Inc., a Tennessee non-profit corporation, its successors and assigns.

Section 2. "Builder" means any Person who purchases one or more Lots from Declarant for the purpose of constructing a Home thereon for later sale to consumers in the ordinary course of such Person's business and who is designated as a Builder by Declarant by an instrument recorded in the official records of Davidson County, Tennessee (the "County").

Section 3. "Common Area" means all property, whether improved or unimproved, real and personal, or any easement, use right, maintenance obligation, or other property right or obligation therein, owned or held by the Association for the common use, enjoyment, or obligation of its Members, as more particularly defined in the Declaration.

Section 4. "Declarant" means Centex Homes, a Nevada general partnership, and any successor or assign to whom Centex Homes assigns its interest as Declarant under the Declaration in whole or in part by instrument(s) recorded in the official records of the County.

Section 5. "Declaration" means the Declaration of Covenants, Conditions and Restrictions for the Association, to be recorded in the Register's of Deeds Office for the County.

Section 6. "Capitalized Terms". Unless otherwise specifically provided herein, the capitalized terms used in these Bylaws shall have the same meanings as are given to such terms in the Declaration.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner, including Declarant, and any Builder, shall automatically be a Member of the Association. No person or entity who is not an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon termination of ownership, an Owner's membership shall automatically terminate and be automatically transferred to the new Owner of the Lot.

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

Class A. Class A Members shall be all Owners with the exception of Declarant; provided, however, that Declarant shall become a Class A Member when Declarant's Class B membership ceases as provided hereinbelow. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be Members, but no more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of the interest in such Lot shall govern. Unless otherwise notified by a co-owner as to a dispute between the co-owners regarding their vote prior to the casting of that vote, the vote of any co-owner shall be conclusively presumed to be the majority vote of the Owners of that Lot.

Class B. The Class B Member shall be Declarant and shall be entitled to three (3) votes for each Lot owned; provided that 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: (i) three (3) months after seventy-five percent (75%) of the Total Planned Lots have been improved with a Home and conveyed to an Owner other than a successor Declarant or Builder for use as a primary residence; or (ii) the date on which Declarant records in the County land records a document relinquishing its control of the Association to the members at large.

ARTICLE IV
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of the incorporation of the Association. Subsequent regular annual meetings of the Members shall be held not less frequently than once each calendar year, at a date, time and place selected by the Board. If the day for the annual meeting of the Members is a legal or religious holiday, a Saturday or a Sunday, the meeting shall be held at the same hour on the first working day thereafter.

Section 2. Special Meetings. Special meetings of the Members shall be promptly scheduled in response to a majority vote of a quorum of the Board, or upon receipt of a written request signed by Members representing not less than twenty percent (20%) of the total Voting Power of the Association.

Section 3. Notice of Meetings. Written notice of annual and special meetings of Members shall be given by, or at the direction of, the Secretary of the Association or other person authorized to call the meeting, by mailing a copy of such notice, first-class postage prepaid, not less than ten (10) days nor more than ninety (90) days before such meeting, to each Member entitled to vote, 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. Notice of a meeting shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the general nature of the business to be undertaken. The notice of any meeting at which Directors are to be elected shall include the names of all those who are nominees at the time the notice is given to Members. In the event that any Mortgagee has requested in writing copies of any notices and supplied an address for such notice, then notice shall also be given to the Mortgagees on Lots at the address supplied by the Mortgagee to the Association and each Mortgagee shall have the right to designate a representative to attend any meeting. Waiver by a Member in writing of the notice required herein, signed by him, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxyholders entitled to cast, thirty percent (30%) of the total Voting Power of the Association shall constitute a quorum for any action, except as may otherwise be provided in the Articles, the Declaration or these Bylaws. The Members present at any duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum. In the absence of a quorum, the

Members entitled to vote at such meeting shall have the power to adjourn the meeting to another time subject to the same notice requirement, unless the meeting is held within thirty (30) days after the adjourned meeting, in which event no additional notice shall be required if the time and place of the following meeting is announced at the adjourned meeting. If a meeting is adjourned due to lack of a quorum, and a subsequent meeting is scheduled in lieu thereof, all notice requirements being applicable to such subsequent meeting, and such notice indicates that the subsequent meeting is being held due to lack of a quorum at the adjourned meeting, then the quorum requirement for the subsequent meeting shall be one-half (½) of the quorum requirement for the adjourned meeting, provided such subsequent meeting is held within forty-five (45) days of the adjourned meeting. The reducing quorum requirement may take place multiple times for multiple subsequent meetings (reducing by fifty percent (50%) each time), provided all notice requirements and time periods are complied with, until a meeting is held at which a quorum is present.

Section 5. Proxies.

(a) At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association or other person designated at the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or upon receipt by the Association of written notice of the death or incapacity of the Member who executed the proxy. Any proxy shall be invalid after expiration of eleven (11) months from the date it is executed.

(b) Any form of proxy or written ballot distributed to ten (10) or more Members shall afford an opportunity on the proxy or form of written ballot to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the written ballot or proxy is distributed, to be acted upon at the meeting for which the proxy is solicited or by such written ballot, and shall provide, subject to reasonable specific conditions, that where the Member solicited specifies a choice with respect to any such matter, the vote shall be cast in accordance therewith.

(c) Every form of proxy or written ballot, which provides an opportunity to specify approval or disapproval with respect to any proposal, shall also contain an appropriate space marked "abstain," whereby a Member may indicate a desire to abstain from voting on the proposal. A proxy marked "abstain" by the Member with respect to a particular proposal shall not be voted either for or against such proposal.

(d) In any election of Directors, any form of proxy or written ballot in which the Directors to be voted upon are named therein as

candidates and which is marked by a Member "withhold" or otherwise marked in a manner indicating that the authority to vote for the election of Directors is withheld shall not be voted either for or against the election of a Director.

(e) Failure to comply with this section shall not invalidate any corporate action taken, but may be the basis for challenging any proxy at a meeting and the circuit court may compel compliance therewith at the suit of any Member.

Section 6. Location. Meetings of Members shall be held within the Project or as close thereto as possible.

Section 7. Action Taken Without a Meeting. Any action which may be taken by the vote of Members at a regular or special meeting, except the election of the Board, may be taken in the absence of a meeting by written consent.

ARTICLE V
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of at least 3 but no more than 5 directors, who need not be members of the Association. The initial Board shall consist of 3 persons.

Section 2. Election. In accordance with Article 8 of the Declaration, the initial directors shall be appointed by the Declarant and the Declarant shall retain the right to appoint and remove members of the Board until the earlier of (i) ninety (90) days after the Turnover Date, or (ii) the date that Declarant has surrendered its authority to appoint and remove directors by an express amendment to the Declaration executed by Declarant and recorded in the public land records of the County. Thereafter, a meeting of the Association shall be called for the express purpose of electing a new Board. At such meeting, the Members shall elect one (1) director for a term of one (1) year; one (1) director for a term of two (2) years; and one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect the director(s) for a term of three (3) years to fill each expiring term. In the event that the Membership elects to expand the Board to five (5) members, then the Membership shall elect two (2) directors for a term of one (1) year; two directors for a term of two (2) years and one (1) director for a term of three (3) years, and thereafter the Members shall elect the directors for a term of three (3) years to fill each expiring term.

Section 3. Removal. During the period of Declarant control, a director may only be removed by Declarant. Thereafter, 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 successors 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 reasonable expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board. All such written consents shall be filed with the minutes of the proceedings of the Board and an explanation of the action taken shall be posted at a prominent place within the Project within three (3) days after the written consents of all Board members have been obtained.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board may be made by a nominating committee appointed by the Board prior to the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Members. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies to be filled. Nominations may also be made from the floor at the annual meeting.

Section 2. Election. The first election of the Board shall be conducted at the first meeting of the Association and the authorized number of Directors shall be elected at that meeting. Election to the Board shall be by secret written ballot. Election of Directors shall be by cumulative voting in all elections in which more than two Directors are to be elected. The persons receiving the largest number of votes shall be elected. A Member shall be entitled to cumulate his or her votes for one or more candidates for the Board, if the candidate's name has been placed in nomination prior to voting, and if the Member has given notice at the meeting prior to the voting of his or her intention to cumulate votes. If any one Member has given such notice, all Members may cumulate their votes for candidates in nomination.

Section 3. Vacancies. Any vacancy on the Board caused by death, disability, resignation or increase in the number of Directors may be filled by appointment by a majority of the remaining Directors or by the sole remaining Director.

ARTICLE VII
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at such intervals as the Board considers necessary and desirable, but not less often than once every year until after the first annual meeting of Members, and then not less often than once every three (3) months. Regular meetings shall be held at the offices of the Association, a location within the Project, or any other reasonable location in Davidson or Williamson County, Tennessee, and shall be held at such reasonable hour as may be fixed from time to time by the Board. Notice of the time and place of regular meetings shall be posted at a prominent place or places in the Project, and shall be communicated to all Directors not less than four (4) days prior to the meeting, provided, however, that notice of a meeting need not be given to any Director who has signed a waiver of notice or consent to holding of the meeting.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president of the Association or by any two (2) Directors other than the president. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all Directors and posted in the manner prescribed for notice of regular meetings not less than seventy-two (72) hours before the scheduled time of the meeting, provided, however, that the notice need not be given to any Director who has signed a waiver of notice or consent to holding the meeting.

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.

Section 4. Open Meetings. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Members who are not Directors may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

Section 5. Executive Session. The Board may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in closed executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(A) Adopt, publish and enforce Rules and Regulations governing the Project, the use and enjoyment of the Common Area and any facilities thereon, and the personal conduct thereon of the Members, their guests, invitees, members of their families or households, and tenants, provided the Rules and Regulations shall be reasonable, shall not discriminate against Declarant, and must be consistent with the Declaration, the Articles and these Bylaws.

(B) After Notice and Opportunity for Hearing by the Board, (1) suspend an Owner's rights as a Member of the Association, including his voting rights and right to use of any recreational facilities on the Common Area, for any period during which any fine against such Member or any assessment against such Member's Lot remains unpaid; (2) impose monetary penalties as provided in the Declaration for any infraction of the Rules and Regulations or any violation of or failure to comply with the provisions of the Declaration or these Bylaws, provided the Member shall have been warned in writing of a previous infraction within the preceding one (1) year; and (3) suspend an Owner's rights as a Member of the Association for a period not to exceed thirty (30) days for any infraction of the Rules and Regulations;

(C) Enforce and carry out provisions of the Declaration, these Bylaws and the Articles, and exercise all rights of the Association and the Board set forth in the Declaration, these Bylaws and the Articles;

(D) Pay any taxes or assessments which are or could become a lien on the Common Area or any portion thereof;

(E) Contract for casualty, liability and other insurance;

(F) Incur and pay expenses on behalf of the Association and contract for goods and services for the Common Area or any other real or personal property for which the Association is responsible or as to which the Association may have duties and obligations; provided, however, that: (i) no contract with a third person wherein the third person will furnish goods or services for the Common Area or any other real or personal property for which the Association is responsible to the Association shall exceed a term of one year (except for a management contract or a contract with a regulated public utility, in which case the contract shall be limited to the shortest term allowable by such public utility at the regulated rate, or prepaid casualty or liability insurance policies which shall not exceed three (3) years' duration, provided the policy permits short rate cancellation by the insured); (ii)

expenditures in the aggregate exceeding five percent (5%) of the budgeted gross expenses of the Association for any fiscal year of the Association shall not be incurred for capital improvements to the Common Area in any fiscal year; and (iii) any management agreement for the Project shall be terminable for cause upon thirty (30) days' written notice and without cause upon ninety (90) days' written notice, without payment of a termination fee. The restrictions contained in (i) and (ii) hereinabove shall not apply if the contract or expenditures are approved by the vote or written consent of a majority of the Voting Power of each class of Members so long as there are two classes of Members, and by a majority of the Voting Power residing in Members other than Declarant when there is one class of Members.

(G) Delegate to committees, officers, employees and other agents of the Association reasonable powers to carry out the powers and duties of the Board; provided, however, that the Board shall not delegate the power to impose discipline against Members or to levy fines against Members;

(H) Prepare and distribute budgets and financial statements of the Association;

(I) Enter any Lot, at reasonable hours, after forty-eight (48) hours' notice and with as little inconvenience to the Owners as possible, in connection with any work or thing required or permitted to be performed or done by the Association by these Bylaws, the Declaration or the Rules and Regulations. In the event of emergency threatening injury to persons or property, or reasonable cause to believe there is such an emergency, the right of entry shall be immediate and may be exercised without notice, whether or not the Owner is present. The Association shall repair any damage caused by such entry;

(J) Employ a manager and such other employees as it deems necessary to carry out the powers and duties of the Association;

(K) Sell, transfer and convey the property of the Association, except that, any sale, transfer or conveyance of real property shall require the approvals of Members and Mortgagees as set forth in the Declaration;

(L) Exercise all the powers set forth in the nonprofit corporations laws of the State of Tennessee except those reserved to the Members by the provisions of these Bylaws, the Articles or the Declaration; and

(M) Compromise, settle, release and otherwise adjust claims, demands, causes of action and liabilities on behalf of the Association and Owners, as the case may be, provided any such claim, demand, cause of action or liability arises out of or

relates to a condition or defect common to all or a majority of the Lots or improvements constructed thereon, or to the development, design, construction, condition, repair or maintenance of or damage or injury to or defect in the Common Area or part thereof, and make and receive all payment or other consideration necessary therefor or in connection therewith. For such purposes, the Board shall be, and hereby is, irrevocably appointed attorney-in-fact to act on behalf of all Owners upon such terms and conditions and for such consideration as may be approved by a majority of the Board.

Section 2. Non-Liability. A Director of the Board shall not be liable to the Members if he performs the duties of a Director, including the duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared and presented by:

(A) One or more officers or employees of the Association whom the Director believes to be reliable and competent in the matters presented;

(B) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(C) A committee of the Board on which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence; so long as, in any such case, the Director acts in good faith, after reasonable inquiry, when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 3. Duties. The Board shall:

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present to the Members, and any Mortgagee making written request therefor, the following:

(1) A pro forma operating statement (budget) for each fiscal year, which statement shall be distributed not less than forty-five (45) days and not more than sixty (60) days before the beginning of the fiscal year;

(2) A balance sheet as of an accounting date which is the last day of the month closest in time to six (6) months from the

date of closing of the first sale of a Lot in the Project and an operating statement for the period from said date of such first closing to said accounting date, which balance sheet and statement shall be distributed within sixty (60) days after the accounting date. The operating statement shall include a schedule of assessments received and receivable identified by Lot number and Owner's name;

(3) An annual report, which annual report shall be distributed within one hundred twenty (120) days after the closing of the fiscal year, consisting of the following:

(a) A balance sheet as of end of the fiscal year;

(b) An operating (income) statement for the fiscal year; and

(c) A statement of changes in financial position for the fiscal year;

(B) Supervise the officers, agents and employees of the Association in the proper performance of their duties;

(C) As more fully provided in the Declaration and subject to any limitations contained therein:

(1) Fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period and, if necessary, revise such annual assessment;

(2) Send written notice of each assessment to every Owner in advance of each annual assessment period, provided that failure to comply with the provisions of this subparagraph shall not invalidate any assessment, lien or obligation to pay such assessment; and

(3) Take appropriate action against any Owner who is delinquent in the payment of any assessment to the Association, which action may include, but is not limited to, commencement of an action against the Owner for payment thereof and/or foreclosure of the lien against the Lot of such Owner.

(D) Issue, or cause an appropriate officer to issue, upon demand by any person having a legitimate interest, a certificate setting forth whether or not any assessment has been paid, for which certificate a reasonable charge may be made by the Board;

(E) Procure and maintain liability, fire and extended coverage casualty insurance, as required by the Declaration, worker's compensation insurance, and such additional insurance and endorsements as the Board may deem desirable;

(F) Cause the Common Area and any other real and personal property for which the Association may be responsible or as to which the Association may have duties and obligations to be kept in a good state of maintenance and repair;

(G) Pay proper expenses of the Association; and

(H) Establish and maintain reserve funds for Common Area replacements and maintenance in accordance with the initial budget of the Association or such budgets as may subsequently be adopted from time to time by the Board. Funds deposited in reserve for a particular purpose related to the Common Areas shall be held for that purpose and shall not be expended for any other purpose without (i) if a two-class voting structure is in effect, the vote or written consent of a majority of the Voting Power of each class of Members, or (ii) if a two-class voting structure is not in effect, the vote or written consent of a majority of the Voting Power of the Association, except that if the Board determines that funds held in reserve for a particular purpose exceed an amount reasonably required as a prudent reserve for that purpose, then, without the vote or written consent of Members, the excess may be allocated to any other reserve fund established by the Board and expended for the purpose for which such other reserve fund has been established.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board, 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 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 such person sooner resigns, or is removed, or is otherwise disqualified to serve.

Section 4. Special Appointments. The Board may appoint 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 determine from time to time.

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.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the offices, except in the case of special offices created pursuant to section 4 of this Article IX; provided, however, that notwithstanding the foregoing, the offices of secretary and treasurer may be held by the same person.

Section 8. Duties. The duties of the officers shall be those usually vested in their respective offices, including the following:

(A) President: The President shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out;

(B) Vice President: 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;

(C) Secretary: The Secretary, or an Assistant Secretary elected and authorized by the Board, shall keep minutes of all meetings of the Board and of the Members and shall have custody and charge of the Association's corporate seal, minute books, membership transfer books, and such other books, papers and documents as the Board may prescribe; and

(D) Treasurer: The Treasurer, or an Assistant Treasurer elected and authorized by the Board, shall be responsible for Association funds and securities and shall keep or supervise the keeping by persons designated by resolution of the Board of books of account of Association receipts and disbursements.

Section 9. Checks and Drafts. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable by the Association shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 10. Execution of Contracts and Other Documents. The Board by resolution may authorize any officer or officers, agent or

agents to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or agreement or to pledge its credit to render it liable for any purpose or for any amount.

ARTICLE X
BOOKS AND RECORDS

The membership register, books of account and minutes of meetings of the Members, Board and committees of the Board shall be made available for inspection and copying by any Member, any Member's duly appointed representative and any Mortgagee during normal business hours for a legitimate purpose, at such place or places within the Project as the Board may prescribe. The Board shall establish reasonable rules with respect to notice to be given to the custodian of the records by the Member or Mortgagee desiring to make the inspection; hours and days of the week when such an inspection may be made; and payment of the cost of reproducing documents requested by a Member or Mortgagee. The Declaration, the Articles and these Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be obtained at reasonable cost. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association, including the right to make extracts and copies of documents.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member who owns a Lot, including Declarant, (i) is obligated to pay to the Association annual and special assessments, which are secured by a lien upon the Lot against which the assessment is made. Any assessments which are not paid within ten (10) days of the due date shall be delinquent. The Board may require that any delinquent assessment bear a late charge to cover administrative expenses incurred as a result of the late payment of the assessment. Late charges on delinquent assessments shall not exceed the rates set forth in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay a delinquent assessment, or foreclose the lien against his Lot and, after Notice and Opportunity for Hearing, the Association may suspend a delinquent Owner's membership in the Association while the assessment remains unpaid. In any action to enforce payment of an assessment, the Association shall be entitled to recover interest, costs and reasonable attorneys' fees. No Lot Owner may exempt himself from payment or assessments by waiver of the use or

enjoyment of all or any portion of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association.

ARTICLE XIII
AMENDMENTS AND INTERPRETATION OF DOCUMENTS

Section 1. Amendment. Any amendment of these Bylaws shall require (i) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members as such classes of membership are set forth in the Declaration and these Bylaws and if any Mortgage is guaranteed or insured by the Federal Housing Administration, the written approval of the Federal Housing Administration; or (ii) if a two-class voting structure is not in effect, the vote or written consent of both sixty-seven percent (67%) of the Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant; provided, however, that no such amendment shall change any provision hereof where such provision is contained in or governed by the Articles or the Declaration, unless the applicable provisions of the Articles and/or Declaration are likewise amended as therein required, and provided further that the percentage of the Voting Power of the Association and of Members other than Declarant necessary to amend a specific provision of these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that provision. Any amendment which establishes, governs, provides for or regulates any one of the following: (i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the Common Area; (iv) insurance or fidelity bonds; (v) right to use of the Common Area; (vi) responsibility for maintenance and repair of the Project; (vii) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project (except as specifically permitted in the Declaration); (viii) the boundaries of any Lot; (ix) interests in the Common Area; (x) leasing of ownership interests; (xi) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; (xii) any provisions which are for the express benefit of Mortgagees; or (xiii) any other material amendment shall require written consent of sixty-seven percent (67%) of the Mortgagees (based on one vote for each Mortgage owned), and (a) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members, or (b) if a

two-class voting structure is not in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association.

Section 2. Interpretation. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between the Articles and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of Mountain View Homeowners Association, Inc., have hereunto set our hands this 7TH day of April, 1997.

4/7/97
BRETT BARR

4-17-97
KIRK RUTTER

KEN THOMPSON

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, Elizabeth Jones a Notary Public in and for said County and State, the within named Brett Barr, Kirk Rutter & Ken Thompson, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within Articles of Incorporation, and acknowledged to me that they executed the same.

Witness my hand and seal, at office in Brentwood, Tennessee on this 17TH day of APRIL, 1997.

Elizabeth Jones
Notary Public, State of Tennessee
Elizabeth Jones
Notary's printed name
My Commission Expires: 5-23-98

NOTARY PUBLIC AT LARGE DAVIDSON CO. TN.

BOOK 10496 PG 407

CERTIFICATION

The undersigned, does hereby certify:

That I am the duly elected and acting Secretary of the MOUNTAIN VIEW HOMEOWNERS ASSOCIATION, INC., a Tennessee nonprofit corporation, and,

That the foregoing bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors of the corporation, held on the 17TH day of April, 1997.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 17TH day of APRIL, 1997.

Secretary

g:\divisions\nashvil\ccrs\mountvie.byl

CORPORATE SEAL

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT I
REQUIRED SETBACKS

Lot Number	Primary Front Yard	Secondary Corner Front Yard	Side Yard	Side Yard	Rear Yard
11	40	NA	7.5	7.5	10
12	40	NA	7.5	7.5	10
13	40	NA	7.5	7.5	10
14	40	NA	7.5	7.5	10
15	40	NA	7.5	7.5	10
16	40	NA	7.5	7.5	10
17	40	NA	7.5	7.5	10
18	40	NA	7.5	7.5	10
19	40	NA	7.5	7.5	10
20	40	NA	7.5	7.5	10
21	40	NA	7.5	7.5	10
22	40	NA	7.5	7.5	10
23	40	NA	7.5	7.5	10
24	40	NA	7.5	7.5	10
25	40	NA	7.5	7.5	10
26	45	NA	7.5	7.5	10
27	50	NA	7.5	7.5	10
28	50	NA	7.5	7.5	10
29	50	NA	7.5	7.5	10
30	50	NA	7.5	7.5	10
31	50	NA	7.5	7.5	10
32	50	NA	7.5	7.5	10
33	30	NA	7.5	7.5	10
34	30	NA	7.5	7.5	10
35	30	NA	7.5	7.5	10
36	30	NA	7.5	7.5	10
37	30	NA	7.5	7.5	10
38	30	NA	7.5	7.5	10
39	30	NA	7.5	7.5	10
40	30	NA	7.5	7.5	10
41	30	NA	7.5	7.5	10
42	30	NA	7.5	7.5	10
43	30	NA	7.5	7.5	10
44	30	NA	7.5	7.5	10
45	30	NA	7.5	7.5	10
46	30	NA	7.5	7.5	10
47	30	NA	7.5	7.5	10
48	25	NA	7.5	7.5	10
49	25	NA	7.5	7.5	10
50	30	NA	7.5	7.5	10
51	30	NA	7.5	7.5	10