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ARTICLES OF INCORPORATION

&

DECLARATION OF RESTRICTIVE COVENANTS

FOR

The VILLAGES OF LARCHWOOD PHASE TWO
SECTION 1 & 2

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DECLARATION OF RESTRICTIVE COVENANTS

FOR

THE VILLAGES OF LARCHWOOD PHASE TWO, SECTION 1 & 2

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration"), made published, and declared this 15 day of Nov, 1997, by and between Leon Sharber Trustee, and Hillmore Properties (the "Developer"), and any and all persons, firms, or corporations presently owning or hereafter acquiring any of the within described property;

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in Davidson County, Tennessee,. known as The Villages of Larchwood Phase Two, Section 1 & 2, which is shown on the Plat of record in Book 8250, page 530 845, in the Register's Office for Davidson County, Tennessee (the "Plat") and being the first construction section of a Residential Subdivision within Davidson County, Tennessee (hereinafter referred to as the "Subdivision"), a preliminary plan for which is on file in the Metropolitan Planning Commission for Davidson County;

WHEREAS, it is to the benefit, interest, and advantage of Developer and of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions, restrictions, assessments, and liens governing and regulating the use and occupancy of such property be established, fixed, and set forth and declared to be covenants running with the land;

WHEREAS, the Developer, now desires to supersede any restrictions that may presently exist with respect to the property described herein and to establish restrictions applicable to such property in accordance with the terms of this Declaration;

NOW, THEREFORE, in consideration of the premises, Developer, with any and all persons, firms, corporations, or other entities hereafter acquiring all or any of the property hereinafter described (the "Property"), that any previous restrictions, recorded or unrecorded shall be of no further force or effect and that the Property shall be hereinafter subjected to the following restrictions, covenants, conditions, assessments, and liens (collectively, the "Restrictions") relating to the use and occupancy thereof and relating to the use, occupancy, and maintenance of such portions of the same as at present or in the future shall be designated as common areas, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right title, or interest in or to the Property or any part thereof and which shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

The following words, when used in the Declaration or any amendment or supplement hereto, shall unless the context shall clearly require to the contrary, have the following meanings:

1.1 "Additional Sections" shall mean the additional acreage that may be added to the development in one or more Sections at the sole discretion of the Developer, together with the Common Areas as shown on the Plat amendment(s) to be filed in connection therewith.

1.2 "Architectural Review Committee" shall mean and refer to that certain Architectural Review Committee as appointed, from time to time by the Developer or by the Board of Directors

of the The Villages of Larchwood Phase Two, Section 1 & 2 Homeowners Association, Inc., as provided in the by-laws of such Association.

1.3 "Association" shall mean and refer to The Villages of Larchwood Phase Two, Section 1 & 2 Homeowners Association, Inc., a not-for-profit corporation organized and existing under the laws of the State of Tennessee, its successors and assigns.

1.4 "The Villages of Larchwood Phase Two, Section 1 & 2" shall mean and refer to that certain residential community known as The Villages of Larchwood Phase Two, Sectio 1 & 2, which is being developed on real property now owned by Developer in Davidson County, Tennessee, together with such additions thereto as may from time to time be designated by Developer whether or not such additions are contiguous with or adjoining the boundary lines of The Villages of Larchwood Phase Two, Section 1 & 2, as shown on the Plat.

1.5 "Common Area" or "Common Areas" shall mean and refer to any and all real property owned by the Association, and such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit, and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise, including any recreational areas, swimming pool and clubhouse, which may be constructed initially by the Developer or thereafter by the Association. Common Areas with respect to the properties made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplementary Declaration(s) shall be shown on the Plat(s) of The Villages of Larchwood Phase Two Section 1 & 2 (and any subsequent sections, if applicable) and designated thereon as "Common Areas".

1.6 "Declaration" shall mean and refer to this Declaration of Restrictive Covenants applicable to the Properties that is to be recorded in the Office of the Register of Deeds for Davidson County, Tennessee and any Supplementary Declarations upon the creation of Additional Sections.

1.7 "Developer shall mean and refer to Hillmore Properties, having a principal place of business in Nashville, Davidson County, Tennessee, its successors and assigns.

1.8 "Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so designated as a Lot upon the Plat.

1.9 "Member" shall mean and refer to any person who shall be an Owner and, as such, shall be a member of the Association.

1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee interest in any Lot or portion of a Lot, excluding, however, those parties having such interest merely as security for the performance of an obligation.

1.11 "Occupant" shall mean and refer to any person or persons in possession of a Lot or home other than an Owner.

1.12 "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

1.13 "Phase Two Section 1 & 2" shall mean and refer to the initial Properties subject to the Declaration, which contains 26 Lots as shown on the Plat, and the Common Areas.

1.14 "Plat" shall mean and refer to the Plat Phase Two Section 1 & 2, of record in Book _____, page_____, Register's Office for Davidson County, Tennessee together with any

amendments and supplements thereto recorded upon the creation of Additional Sections or upon the commencement of construction of additional sections within a previously submitted section.

1.15 "Properties" shall mean and refer to any and all of that certain real property now or which may hereafter be brought within that certain residential subdivision being developed by Developer in Davidson County, Tennessee, which subdivision is and shall be commonly known as The Villages of Larchwood Phase Two Section 1 & 2.

1.16 "Successor Developer" shall mean and refer to any person (including any affiliate of the original owner) who shall acquire the right to construct Additional Sections on all or any portion of The Villges of Larchwood Phase Two, Section 1 &2 (as defined herein) adjacent to The Villages of Larchwood Phase Two, Section 1 & 2 and able to be included in the general development plan of The Villages of Larchwood Phase Two, Section 1 & 2.

1.17 "Supplementary Declaration(s)" shall mean the one or more supplementary declarations that may be recorded from time to time to create Additional Sections or to or to amend this Declaration as expressly permitted hereunder.

1.18 "Transfer of Control" shall mean and refer to that certain time when the Developer shall become entitled to one (1) vote for each Lot that it owns (as opposed to four (4) votes for each Lot that it owns granted herein in Article 4.2) and shall take place upon the occurrence of the earlier of (a) one (1) year after seventyfive percent (75%) of the Lots subjected to this Declaration either by this instrument or by any Supplementary Declaration have been sold by it, (b) five (5) years from the later of the date hereof or the date of the last such Supplementary Declaration or (c) the Developer's election by notice to the Association to relinquish such additional voting rights.

ARTICLE 2

PROPERTIES SUBJECT TO THIS DECLARATION

2.1 Initial Properties Subject to Declaration. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Davidson County, Tennessee and is more particularly described and shown on Exhibit "A" attached hereto and made a part hereof by this reference. Summit Run is to be build in two or more Sections, each of which may comprise a number or section for construction purposes (a "Construction Section"). Construction of Section 1, consisting of 19 Lots is anticipated to be completed as of May 31, 1998. All of the real property shown on Exhibit "A" and designated as The Villages of Larchwood Phase Two Section 1 & 2, Section I shall be submitted to these Restrictions.

2.2 Additional Sections. Without further assent or permit, Developer and any Successor Developer hereby reserves the right, exercisable from time to time but not later than five (5) years after the date hereof, or the date of any Supplementary Declaration hereto, to subject all or part of other, contiguous real property described as Future Development on Exhibit "B" as well as any other contiguous real property not shown on said Exhibit "B" to the restrictions set forth -herein, in one or more Additional Sections, in order to extend the scheme of this Declaration to such property to be developed as part of The Villages of Larchwood Phase Two Section 1 & 2 and thereby to bring such additional contiguous Properties within the jurisdiction of the Association.

2.3 Supplementary Declarations. The additions herein authorized shall be made by filing of record one or more Supplementary Declarations in respect to the creation of Additional

Sections or the addition of other Properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for its just share of the Association's expenses and shall also require the filing of such additional plats as are required for such sections in the Register's Office for Davidson County, Tennessee. Each Supplementary Declaration must subject the added property or additional Lots to the covenants, conditions and restrictions contained herein.

2.4 Consent to Rezoning. Every Owner shall be deemed to have consented to any rezoning of The Villages of Larchwood Phase Two Section 1 & 2 that may be necessary to the development of such property as part of The Villages of Larchwood Phase Two Section 1 & 2. Owners of any Lots in the additional property shall succeed to all of the rights and obligations of membership in the Association.

2.5 Extension of Development Rights to Adjacent Property. The Developer and any Successor Developer shall have the rights described in this Article 2, exercisable without approval of the Association or any other person or entity. The Developer or such Successor Developer shall have the voting rights as specified hereinafter with respect to any added Lots, subject to the original limitations as to duration of weighted voting.

2.6 Construction Sections. The Developer may submit more unimproved property than is immediately anticipated to be used or improved to the terms and conditions of these restrictions, in order to insure and demonstrate its intentions with respect to such property and to assure that such property will be developed subject to the covenants and restrictions contained in this Declaration and such land shall initially constitute one Lot. No additional "Lots" shall be deemed to have been created on such property until such time as the final plat approving such construction section has been approved and recorded in the Registers Office for Davidson County, Tennessee. At such time as the final plat is recorded, all Lots depicted thereon, and Common Areas shown thereon, shall be owned and used in accordance with the terms of this Declaration. Each such Lot shall then be responsible for its pro rata share of the expenses of the Association and shall be entitled to the benefits of ownership set forth herein.

2.7 Association Rights. The Association may not assert as a reason to object to the new development plan the fact that existing Association facilities will be additionally burdened by the property to be added by the new development or that the type of home or size of Lot in any future construction differs from that of the initial construction of Section 1, or any subsequent Construction Section, it being acknowledged that the developer intends for there to be construction of a wide variety of homes in terms of style, size and prices within The Villages of Larchwood Phase Two Section 1 & 2. The Developer reserves the right to modify any preliminary plan to reconfigure Lots, create additional amenities, areas or Common Areas, prior to the sale of any Lot in an additional Construction Section and thereafter within a Construction Section with the consent of the Owners of that Construction Section only.

ARTICLE 3

ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

3.1 Single-Family Residential Construction. No building or other structure shall be erected, altered or permitted to remain on any Lot other than one (1) single-family residential dwelling not to exceed two and one-half (2 1/2) stories in height, which may have an attached private garage for not more than two (2) cars which structures shall not exceed the main dwelling in height. The total living area of the main structure upon any lot, exclusive of open porches, patios, garages and breezeways, shall not be less than nine hundred (900) square feet.

3.2 Approval of Plans.

(a) No construction, reconstruction, remodeling, alteration, or addition of or to any structure, building, fence, wall, drive, or improvement of any nature shall be constructed without obtaining prior written approval of the Architectural Review Committee as to the location, plans, and specifications therefor. Prior to the Transfer of Control, the Developer shall appoint the members of the Architectural Review Committee, and subsequent to the Transfer of Control the members of such Committee shall be appointed by the Board of Directors of the Association. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, a Lot Owner shall submit to the Developer, or the Association's managing agent, as the case may be, such plans, specifications, and other information concerning the proposed improvements as the Architectural Review Committee may require from time to time as a condition for its review and approval thereof accompanied with such fee as the Association may require, and the Developer or such managing agent shall submit the same to the Architectural Review Committee for approval. All plans of proposed residences to be constructed in The Villages of Larchwood Phase Two Section 1 & 2 shall conform to the standards set forth in subparagraph (b) below and the Architectural Review Committee shall be the sole arbiter of such plans and may withhold its approval for any reason, including purely aesthetic reasons. Upon approval being given, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans, otherwise the approval shall be void. A reasonable fee may be charged by the Association to defray its costs incurred in considering and acting upon such proposed plans and specifications.

(b) Residences to be constructed within The Villages of Larchwood Phase Two Section 1 & 2 shall be sufficiently compatible with existing architectural styles that predominate in the development to assure a pleasing overall appearance and maintain its image as a high quality, single-family, residential neighborhood. Existing structures will be considered but do not, as such, constitute precedent nor assure approval.

(c) Developer, the Architectural Review Committee, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. Approval or disapproval by the Architectural Review Committee shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this paragraph 3.2 or elsewhere in this Declaration to the contrary notwithstanding, Developer and the Association are hereby authorized and empowered, at their sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Properties and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable ordinances and regulations established by the Metropolitan Nashville/Davidson County Planning Commission, or other governmental authority having jurisdiction.

Developer or the Association, as the case may be, may require the submission to it of such documents and items, including as examples, but without limitation, written requests for and description of the variances requested, plans, specifications, plot plans and samples of material(s), as either of them shall deem appropriate, in connection with its consideration of a request for a variance. If Developer or the Association shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested

describing the applicable restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved outbuilding), and signed by Developer or the Association, as the case may be. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from Developer or the Association of (ii) failure by Developer or the Association to respond to the request for variance. In the event Developer or the Association or any successor to the authority thereof shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of Developer that no variances be available except at its discretion or that of the Association. Neither Developer nor the Association shall have the authority to approve any variance except as expressly provided in this Declaration.

3.3 Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications therefore, approved by the Architectural Review Committee as provided in paragraph 3.2 above.

3.4 Improvements and Setback Restrictions.

(a) No building or structure, or any part thereof, shall be located on any Lot nearer to the front line, the rear line, or any side line than the minimum building setback lines required by Nashville/Davidson County, Tennessee and as may be shown on the recorded plans. For purposes of determining compliance with this requirement, porches, decks, wing walls, eaves, and steps extending beyond the outside wall of a structure shall be considered as a part thereof. No encroachment upon any utility easements reserved on the Plat shall be authorized or permitted. Notwithstanding the foregoing, decks located on the rear of the building may penetrate up to ten (10) feet into the rear setback line with the approval of the Codes Department of Metropolitan Davidson County, Tennessee, or other governmental authority having jurisdiction, and the Developer or the Association as Provided in paragraph 3.2 above.

(b) To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot, shall not be less than five (5) feet from the Lot line between contiguous Lot(s).

3.5 Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless such re-subdivision is approved by the Developer or the Association, as the case may be, as well as any governmental authority having jurisdiction. Developer, however, shall have the right, but not the obligation, to re-subdivide into Lots, by (recorded plat or in any other lawful manner, all or any part of the Properties contained within the outer boundaries of the Plat, and such Lots, as re-platted, shall be subject to this Declaration as if such Lots were originally included herein. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations and requirements.

3.6 Walls, Fences and Hedges. Any wall or fence to be erected or maintained nearer to the front lot line than the front building line on such Lot, or on corner lots nearer to the side Lot line than the building setback line parallel to the side street shall require prior written approval of the Architectural Review Committee. No side or rear fence, wall or hedge shall be more than six (6) feet in height. Any wall, fence or hedge erected on a Lot shall be maintained by the Owner thereof. All fencing shall be constructed only of such materials and erected only on such Lots and in such a manner as shall be approved by the Architectural Review Committee. No fence shall be constructed or maintained between the front building or setback line and the street; provided, however, the planting of hedges, shrubbery or evergreens in lieu of a fence, and extending to the front or sides of any Lot is permitted, provided such planting shall be maintained at a height not in excess of forty-two (42) inches.

3.7 Roofing Material. The roof of any building (including any garage) shall be constructed or covered with asphalt or composition type shingles. Any other type of roofing material shall be permitted only in the sole discretion of the Architectural Review Committee upon written request.

3.8 Swimming Pools. Swimming pools other than that owned by the Association, shall be allowed only on Lots approved by the Developer or the Association and shall be located at the rear of the residence. All swimming pools shall be in-ground pools and have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by the Architectural Review Committee. Above ground pools shall not be permitted.

3.9 Storage Tanks and Refuse Disposal. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or its equivalent. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring lots, roads, streets, and open areas.

3.10 Clothes Lines. Outside clothes lines shall not be permitted.

3.11 Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon without the prior written consent of the Developer or the Association; provided that this requirement shall not preclude the installation by Developer of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by Owners of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by the Developer or the Association. The Developer or the Association shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

3.12 Use of Temporary Structures. No structure of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected, moved onto any Lot and/or used at anytime as a residence, nor shall any residence of a temporary charter be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. Other structures of a permanent or semi-permanent nature may be approved from time to time in accordance with the provisions of this Article 3. Temporary structures may be used as building or sales offices and for related purposes during the construction period by the Developer and by builders and contractors approved by the Developer or its assigns.

3.13 Storage of Automobiles, Boats, Trailers an Other Vehicles. No trailers, boat trailers, travel trailers, inoperative automobiles or campers shall be semi-permanently or permanently parked or stored in the public street right-of-way or forward of the front building line. Storage or such items and vehicles must be screened from public view, either within the garage or behind a fence which screens such vehicle from public view, unless otherwise approved in writing by the Architectural Review Committee in accordance with paragraph 3.2 above. No tractor trailers, buses, or other large commercial vehicles shall be parked or driveways or in streets within the Properties for periods of time exceeding twelve (12) hours or for more than twenty-four (24) hours in any calendar week. The foregoing shall not apply to construction vehicles of the Developer or builders and contractors approved by the Developer, during the construction and sales period.

3.14 Outside Lighting. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Architectural Review Committee.

3.15 Satellite Dishes or Antennae. Unless approved by the Architectural Review Committee, no electronic antenna, satellite dish or device of any type for the receiving of radio, television or other electronic signals shall be erected, constructed, placed or permitted to remain on any Lot, house or building.

3.16 Recreational Equipment. All playground and recreational equipment other than that owned by the Association and placed on the Tot Lot must be used, erected, placed or maintained to the rear of all Lots.

3.17 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in 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.

3.18 Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees an shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition. In so doing, the Association shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner for the payment of such costs.

The Association, subject to the approval of the Board of Directors, shall contract with one (1) or more landscaping services to provide grass cutting lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the monthly or annual assessments.

3.19 Damage, Destruction or Maintenance. In the event of damage or destruction to any structure located on the Properties, the respective Owner thereof agrees as follows:

(a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within 60 days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the

original structure so destroyed, subject to any changes or modifications as approved by the Architectural Review Committee, in accordance with Article 3 hereof.

(b) In the case of partial damage or destruction, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Architectural Review Committee, as the case may be, in accordance with Article 3 hereof. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days, from the date of the insurance adjustment.

(c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof equally, unless such damage was caused by the fault of an Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

3.20 Use of Premises. Each Lot shown on the Plat shall be used only for private, single-family residential purposes and not otherwise. Notwithstanding the foregoing, Developer may maintain, as long as it owns property in or upon such portion of the Properties as Developer may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, construction or sales trailers, offices, storage areas, model units and signs, and Developer may use, and permit builders (who are at the relevant time building and selling houses in the development) to use residential structures, garages, construction or sales trailers or accessory buildings for sales offices and display purposes, but all rights of Developer and of any builder acting with Developers permission under this sentence, shall be operative and effective only during the construction and sales period within the area, and this provision may not be amended, altered or repaired without the prior consent of the Developer.

3.21 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as small dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose.

3.22 Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for any business or commercial purpose. Each Owner or Occupant shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No motorcycle, motorbike, motor scooter, or any other unlicensed motorized vehicle shall be permitted to be operated on or in the Common Areas. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the Owners or Occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units.

3.23 Hobbies and Activities. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Developer or the Association, as the case may be.

3.24 Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the surface of the

streets shall be placed, planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines. The same limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

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

3.26 Roads. It shall be obligatory upon all owners of the Lots in this subdivision to consult with the appropriate governmental authority for Metropolitan Davidson County, Tennessee ("Governmental Authority") before any driveways, culverts, other structures or grading are constructed within the limits of any dedicated roadway, and such placement or construction shall be done in accordance with the requirements of the Governmental Authority applying to the roads within the subdivision in order that the roads or streets within the subdivision which would be affected by such placement or construction may not be disqualified for acceptance by Governmental Authority into the public road system.

3.27 Easement of Roads. The right is expressly reserved to the Developer, its representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or other public ways as now, or hereafter may be, shown on the Plat(s), at such grades or elevation as it, in its sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys or public ways, Developer additionally, shall have an easement, not exceeding (10) feet in width, upon and along any Lot which is included within or adjoins such streets, roads, alleys or public ways, for the construction of proper bank slopes in accordance with the specifications of the government body or agency having jurisdiction over the construction of public roads; and no Owner of any Lot shall have any right of action or claim for damages against anyone on account of the grade of elevation at which such road, street, alley or public way may hereafter by constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement or on account of the taking of property necessary for such construction.

ARTICLE 4

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every person or entity who is the Owner of record of a fee interest in any Lot shall be a Member of the Association, subject to and bound by this Declaration and the Association's Articles of Incorporation, the By-Laws of the Association and such rules and regulations as may be adopted by the Association. When any Lot is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, the membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 4.2 below.

4.2 Voting and Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lot. The Owner of each Lot shall be entitled to one (1) vote; provided that Developer shall be entitled, for each Lot that it owns, to four (4) votes until the Transfer of Control as defined herein, after which time Developer shall have only one (1) vote for each Lot that it owns. When two (2) or more persons hold an interest in any Lot as Owners thereof, all such persons shall be Members. The vote for such Lot shall be exercised by one (1) of such persons as proxy or nominee for all persons holding an interest as Owners in the Lot and such vote shall be binding upon the other persons holding an interest in the Lot until written notice to the contrary has been received by the Board of Directors of the Association in which

case the unanimous vote of all such persons holding interest in the Lot (in person or by proxy) shall be required to cast their vote as Members. In no event shall more than one (1) vote be cast with respect to any Lot, except as provided above with respect to Developer.

4.3 Method of Voting. Members shall vote in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Member of his Lot. No proxy shall be valid unless promulgated by the Board of Directors as an official proxy prior to or at the time of the meeting. A corporate Member's vote shall be cast by the President of the Member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the percentage values of those votes entitled to be cast by the Members present at the meeting shall, prior to voting on any matters, vote to demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the official solicitation of proxies for such elections may be conducted by mail.

4.4 First Meeting of Members. The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four months after all of the Lots have been sold by the Developer; or (b) three years following conveyance of the first Lot by the Developer.

4.5 Working Capital Fund. Each owner of a completed residence in The Villages of Larchwood Phase Two Section 1 & 2 shall pay One Hundred Dollars ($100.00) to the Association within thirty (30) days after the initial occupancy of such residence to establish a working capital fund. Pending the Transfer of Control, the Developer shall have the obligation to advance funds for the maintenance of the Common Areas and administration of the Association to the extent that the working capital contributions and assessments shall be insufficient to enable the Association to defray such costs (hereinafter referred to as the "Developer Contributions"). Amounts paid into the fund shall not be considered as advance payment of regular assessments. The working fund shall be held and disbursed for the following purposes in the order of priority listed: (a) to reimburse the Developer for Developer Contributions; (b) to fund costs of maintenance of the Common Areas and administration of the Association that cannot be defrayed by assessments; and (c) to assure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors of the Association.

4.6 Acceptance of Development. By the acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the The Villages of Larchwood Phase Two Section 1 & 2 Subdivision development, and all improvements constructed by that date, including without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the Plat, and as many be supplemented by additional plats upon completion of development of any portion of the balance of The Villages of Larchwood Phase Two Section 1 & 2. Such purchaser agrees that all improvements constructed after the date of purchase consistently with such plans, and of the same quality of then existing improvements, shall be accepted. Security may be provided at the Developers discretion, and no Owner shall have any cause of action for failure to provide adequate security.

ARTICLE 5

COMMON AREA PROPERTY RIGHTS AND MAINTENANCE ASSESSMENTS

5.1 Common Areas. Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to each Lot as designated upon the Plat(s), subject only to the provisions of this Declaration and the Articles of Incorporation, By-Laws, and rules and regulations of the Association, including, but not limited to, the following:

(a) The right of the Association to limit the use of the Common Areas to Owners or Occupants of Lots, their families and their guests;

(b) The right of the Association to suspend voting privileges and rights of use of the Common Areas for any Owner whose assessment against his Lot becomes delinquent; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no such dedication or transfer shall be effective unless the Members entitled to cast at least three-fourths (3/4) of the votes agree to such dedication or transfer and signify their agreement by a signed and recorded written document; and provided further that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities, and drainage facilities upon, over, under, and across the Common Areas without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties. The association shall not be dissolved nor shall it dispose of any Common Areas (common open space), by sale or otherwise, except to an orgainzation conceived and established to own and maintain the Common Areas (common open space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the dedication is approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted master development plan.

(d) Notwithstanding anything herein to the contrary, no Owner shall be subject to absolute liability for damage or destruction to any Lot or the Common Areas.

5.2 Assessment for Maintenance of Common Areas. For each Lot owned within the development, every Owner covenants and agrees, and each subsequent Owner of any such Lot, by acceptance of a deed therefor, shall be deemed to covenant and agree, to pay to the Association monthly or annual assessments or charges for the creation and continuation of a maintenance fund in amounts to be established from time to time by the Board of Directors of the Association in order to maintain, repair, landscape, and beautify the Common Areas, to promote the health, safety, and welfare of the residents of the community, to pay taxes, if any, assessed against the Common areas, to procure and maintain insurance thereon, to employ attorneys, accountants, and security personnel, and to provide such other services as are not readily available from governmental authorities having jurisdiction over the same. In addition, the Owner of each Lot and each subsequent Owner thereof, by acceptance of his deed, covenants and agrees to, pay special assessments as approved by the membership in the manner hereinafter provided. Notwithstanding the foregoing, no assessment shall be levied with respect to a Lot that has not been improved by a completed and occupied residence for a period of eighteen (18) months after such Lot is initially subjected to these Restrictive Covenants.

5.3 Creation of Lien and Personal Obligation of Assessments. In order to secure payment of assessments, both monthly or annual and special, as the same become due, there shall arise a continuing lien and charge against each Lot, the amount of which shall include interest at the maximum effective rate allowed by law, costs, and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with such interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment became due; provided that this personal obligation shall not pass to successors in title unless expressly assumed by them. The lien provided for herein, however, shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called ,"mortgage") on

any Lot if, but only if, all such assessments made with respect to such Lot having a due date on or prior to the date such first mortgage is filed of record, have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such first mortgage is filed of record and prior to the satisfaction, cancellation, or foreclosure of the same, or the transfer of the mortgaged property in lieu of foreclosure. The sale or transfer of any Lot shall not affect any assessment lien. The sale or transfer of any Lot that is subject to any first mortgage, pursuant to a foreclosure thereof or under power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment, but not the personal obligation of any former title holder, as to payments that became due prior to such sale or transfer and subsequent to the recordation of the first mortgage that has been foreclosed, but the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the lien of the foreclosed first mortgage. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

5.4 Levy of Assessments. The Board of Directors of the Association shall fix the commencement date for monthly or annual assessments on the first day of the month following the conveyance of the first Lot to an Owner and shall provide for a partial assessment between the commencement date and the end of the calendar year next following. Thereafter, monthly or annual assessments shall be levied by the Board of Directors of the Association, by action taken on or before December 1 of each year for the ensuing year. The Board, in its discretion, may provide for the periodic payment of such assessments at some intervals other than monthly. Special assessments may be levied in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, if any, including fixtures and personal property related thereto; provided that the same are first approved by the Board of Directors of the Association, recommended to the membership, and subsequently approved by affirmative vote of Members entitled to cast at least two-thirds (2/3) of the votes at a meeting of the Members duly held for that purpose. Written notice of the monthly, annual or special assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting the same.

5.5 Minimum and Maximum Annual Assessment. The minimum annual assessment shall be One Hundred-Twenty Dollars ($120.00) per year per Lot and the maximum annual assessment shall be One Hundred-Fifty· Sixty Dollars ($150.00) per year per Lot. The Association, at its option, may allow the payment of the annual assessment on a monthly or quarterly basis. For each calendar year following 1997, the foregoing maximum annual assessment may be increased by the Board of Directors each year by an amount up to but not in excess of five percent (5%) of the maximum annual assessment for the previous year without a vote of the membership. Following the Transfer of Control, in the event the Board of Directors determines that an increase in excess of such amount is required, the amount of assessment exceeding such limitation shall be automatically effective thirty (30) days after the Association sends written notice to each Owner of the amount and necessity of such increased assessment unless the Association receives written objection to such increased assessment by Members entitled to cast more than fifty percent (50%) of the percentage values of the votes eligible to be cast by Members of the Association within such thirty (30) days period or a special meeting of Members is called within such thirty (30) day period and the excess assessment is disapproved by a like vote of the Members at such meeting.

5.6 Rate of Assessment. All Lots in the development shall commence to bear their assessments simultaneously.

5.7 Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum effective rate then allowed by law. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs, and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

5.8 Insurance.

(a) The Board of Directors of the Association shall determine what insurance and in what amounts shall be necessary for the operation of The Villages of Larchwood Phase Two Section 1 & 2. Until such time as any of the Common Areas of The Villages of Larchwood Phase Two Section 1 & 2 are improved, it is anticipated that the only insurance necessary for the operation of the Association shall be general liability insurance for claims arising out of the use of the Common Areas.

(b) In the event that the Board of Directors determines that it will be in the best interest of the Association to obtain insurance on any improvements owned by the Association and constructed in the Common Areas including but not limited to the clubhouse facility, swimming pool and tot lot, when same are constructed, the Association shall obtain fire and extended coverage insurance covering all such improvements and all personal property, equipment, fixtures and supplies owned by the Association. The face amount of such policy or policies shall not be less than one hundred percent (100%) of the current replacement cost of the property required to be covered by this Section. Such policy shall contain and agreed amount and an inflation guard endorsement, if such can be reasonably obtained, and also construction code endorsements, such as demolition costs endorsement, contingent liability from operation of building laws endorsement and increased cost of construction endorsement. Such policy shall also contain steam boiler and machinery coverage endorsements, if applicable. The insurance policies so purchased shall be purchased by the Association for the use and benefit of individual Owners and their mortgagees. The Association shall issue certificates of insurance to each Owner showing and describing the insurance coverage for the interest of each Owner, and shall develop procedures for the issuance, upon request, of a copy of the policy together with standard mortgagee endorsement clauses to the mortgagees of Owners. To the extent reasonably available, such policy shall waive rights of subrogation against Owners, the Association, and all agents of the Association. The insurance policies purchased by the Association shall also provide, to the extent reasonably available, that the insurance will not be prejudiced by any acts or omissions of Owners that are not under the control of the Association, and that such policies will be primary even if the Owner has other insurance that covers the same loss. The insurance policy shall also provide that any applicable insurance trust agreement will be recognized.

(c) If available at reasonable cost, as determined in the sole discretion of the Board of Directors, directors and officers liability insurance shall be purchased in amount determined by the Board of Directors. It is presently agreed that coverage in the amount of One Million and No/100 Dollars ($1,000,000.00) per occurrence would be a reasonable amount of such coverage.

ARTICLE 6

EASEMENT

6.1 General. The Lots and Common Areas in the Properties subject to this Declaration shall be subject to all easement shown or set forth on the Plat.

6.2 Development and Construction. Developer for itself and for builders and contractors approved by the Developer, hereby reserves an easement upon, over, and across the Common Areas for purposes of access, ingress, and egress to and from the Lots during the development of the Properties and during the period of construction of residences upon such Lots. Developer and the builders and contractors approved by the Developer shall be responsible for and shall repair all damage to the Common Areas arising out of or resulting from its development of the Properties or the construction of residences upon the Lots.

6.3 Emergency. There is hereby reserved, without further assent or permit, a general easement to all policemen and security guards employed by Developer or by the Association, firemen, ambulance personnel, and all similar persons to enter upon the Properties or any portion thereof which is made subject to this Declaration in the performance of their respective duties.

6.4 Utilities. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Plat or by separate instrument, and no structure of any kind shall be erected upon any of said easements. Neither Developer nor any utility company using the easements shall be liable for any damage done by either of them or their successors or assigns, or by their agents, employees or servants to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, from the front Lot line to the rear Lot line to any utility company having an installation in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or public utility company is responsible. Fences shall not be allowed to be constructed over or along any easement for public utilities.

ARTICLE 7

MORTGAGEE RIGHTS AND GOVERNMENTAL REGULATIONS

7.1 Special Actions Requiring Mortgagee Approval. Notwithstanding anything herein to the contrary, unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Developer) of the individual Lots have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the restrictions declared herein:

(b) Partition or subdivide any Lot;

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common facilities by The Villages of Larchwood Phase Two Section 1 & 2 shall not be deemed to transfer within the meaning of this clause;

(d) Use hazard insurance proceeds for losses to any common facilities for other than the repair, replacement or reconstruction of such improvements, except as provided by statute.

7.2 Special Rights of Mortgagees. A first mortgagee, or beneficiary of any deed of trust shall be entitled to the following special rights:

(a) Upon request, such first mortgagee is entitled to written notification from the Association of any default in the performance of any individual Owner of any obligation under these restrictions which is not carried by such Owner within sixty (60) days.

(b) Any first mortgagee shall have the right to examine the books and records of the Association during regular business hours, and such books and records shall be made available to such first mortgagees upon their request.

7.3 Conformity with Regulations. Notwithstanding anything to the contrary contained in these restrictions, all terms, conditions, and regulations now existing, or which may be promulgated from time to time, by the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") pertaining to planned unit developments are hereby incorporated as terms and conditions of this Declaration shall be binding upon the Developer, the Association and the Owners. In the event of a conflict between such regulations the most restrictive provision will apply.

7.4 Notices of Mortgages. Any Owner who mortgages his ownership interest shall notify the Association in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgages."

7.5 Copies of Notices to Mortgage Lenders. Upon written request delivered to the Association, the holder of any mortgage of any ownership interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose ownership interest or interest therein is subject to . such mortgage.

7.6 Further Right of Mortgagees.

(a) No Owner or any other party shall have priority over any rights of the first mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of common facilities.

(b) Any agreement for the professional management for the Association, whether it be by the Developer, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.

(c) The Association shall give to the FHLMC, the VA or the FHA or any lending institution servicing such mortgages as are acquired by any of the foregoing, notice in writing of any loss to or the taking of the common facilities if such loss or taking exceeds Ten Thousand Dollars ($10,000.00). The Association may rely on the information contained in the book entitled "Mortgages" as must be established pursuant to this Declaration for a list of mortgages to be notified hereby.

ARTICLE 8

GENERAL PROVISIONS

8.1 Exercise of Powers. Until such time as the Association is formed and its Board of Directors is elected, Developer shall exercise any of the powers, rights, duties, and functions of the Association and/or its Board of Directors.

8.2 Duration. The foregoing Restrictions shall be construed as covenants running with the land and shall be binding and effective for fifty (50) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by vote of a majority in interest of the then Owners of the Properties to alter, amend, or revoke the Restrictions in whole or in part. Every purchaser, or subsequent grantee of any interest in the Properties made subject to this Declaration, by acceptance of a deed or other conveyance therefor, agrees that the restrictions set forth in this Declaration may be extended

as provided in this paragraph 8.2.

8.3 Amendment. Except as provided below, the provisions of this Declaration may be amended by Developer, without joinder of the Owner of any Lot, for a period of five (5) years from the date of recordation of this instrument or from the date of recordation of any Supplemental Declaration hereto, whichever shall be later. Thereafter this Declaration may be amended by the affirmative vote of at least three-fourths (3/4) of the Owners whose Lots are then subject hereto. No such amendment shall become effective until the instrument evidencing such change has been filed of record. Notwithstanding the foregoing, the Owners of Lots then subject hereto shall have no right to amend the provisions of Article 2 or paragraph 5.2, without the prior written consent of Developer.

Developer reserves the right to file any amendments that may be necessary to correct clerical or typographical errors in this Declaration, and to make any amendments that may be necessary to conform the Declaration with regulations of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, the Veteran's Administration or other applicable regulations that may be necessary to assure Lender approval of the development.

8.4 FHA/VA Approval. As long as there is Class B membership, the following actions will require prior approval of athe Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment to this Declaration of Covenants, Conditions and Restrictions.

8.5 Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within The Villages of Larchwood Phase Two Section 1 & 2 to bring an action against the violating party at law or in equity for any claim which these Restrictions may create in such other Owner or interested party either to prevent said person, firm, or corporation from so doing such acts or to recover damages for such violation. The provisions of this paragraph 8.4 are in addition to and separate from the rights of the Association to collect Association fees. Any failure by Developer or any property Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated. Should any aggrieved Owner employ counsel to enforce any of the foregoing covenants or Restrictions, the prevailing party in any legal action shall be entitled to recover from the losing party the attorneys fees and expenses incurred in such action.

8.6 Heading and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

8.7 Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing Restrictions with respect to any Lot, the Developer or its successors reserves the right (by and with the mutual written consent of the Owner or Owners for the time being of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

8.8 Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to inspection by any Member upon five (5) days prior notice. The Charter, the By-Laws of the Association, and this Declaration shall be available for

inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

8.9 Conflicts. In the event of any conflict between the provisions of this Declaration and the By-Laws of the Association, the provisions of this Declaration shall control.

8.10 Binding Effect. The provisions of this Declaration shall be binding upon and shall inure to the benefit of the respective legal representatives, successors and assigns of Developer and the Present Owners and all persons claiming by, through, or under Developer or the Present Owners.

8.11 Airport Impact. It is hereby duly noted that according to the Part 150 Study, 1993 projections, a portion of this property lies within the 65 DNL and may be adversely affected by the airport. Additionally, since certain protions of the Larchwood Planned Unit Development lie within the 70 DNL due to it's proximity to Interstate 40, all housing construction shall have a minimun 30 db of exterior noise attenuation.

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IN WITNESS WHEREOF, Developer and all other record owners of Lots within the Properties have caused these Articles of Incorporartion and Declaration of Restrictive Covenants to be executed on the day and date firstabove written.

BOOK 10715 PG 184

By: Its Member

Secretary and Authorized Representative

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, Patsy McAllister, of the State and County mentioned, personally appeared Phillip E. Hill, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Secretary of **The Villages of Larchwood Phase Two Section 1 & 2,** and that as Secretary of The Villages of Larchwood Phase Two Section 1 & 2, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Secretary, said corporation being authorized to execute this instrument in behalf of The Villages of Larchwood Phase Two Section 1 & 2.

WITNESS my hand and seal, at office in Nashville Tennessee, this 16 day of Nov 1997.

My Commission Expires:
3/28/1998

Notary Public