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Declaration of Covenants, Conditions and Restrictions Of Whites Creek Manor Homeowners' Association, Inc.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Association" shall mean and refer to "WHITES CREEK MANOR HOMEOWNERS' ASSOCIATION, INC., a nonprofit corporation organized or to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

2. "Common Area(s)" shall mean and refer to any and all real property owned by the Association, or 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 of this Declaration, such Common Areas to include, without limitation, streets, sidewalks and other passageways (not dedicated and accepted by the Metropolitan Government of Nashville-Davidson County, TN), landscape buffer areas, entrance walls, green areas, identity sign, and all other areas within the property but excluding all individual building lots, but this instrument shall not relate to Lot No. 26 as shown on the plan of Whites Creek Manor, which lot is a commercial lot and is not a part of Whites Creek Manor

3. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the property which is recorded in the Register's Office of DAVIDSON County, Tennessee.

4. "Developer" shall mean and refer to Margie H. Binkley and/or Richard C. Binkley, his, her or their Successors and assigns.

5. "Site" or "Lot" shall mean and refer to any plot of land to be used for residential purposes and so designated on a subdivision plat of this property, which shall be public record in the Register's Office for Davidson County, Tennessee. Lot No. 26, as shown on the said plat is a commercial lot and shall not be a part of Whites Creek Manor or governed by the Whites Creek Homeowners' Association, Inc.

6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Site which is a part of this

development, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

7. "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 Nashville, Davidson County, which subdivision is and shall be commonly known as "WHITES CREEK MANOR".

8. "Member" shall mean and refer to any person or persons who shall be an owner and, as such, shall be a member of the Association.

9. "Person" shall mean and refer to a natural person as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

10. "WHITES CREEK MANOR" shall mean and refer to that certain residential community known as "WHITES CREEK MANOR", which is being developed by Developer in Nashville, Davidson County, Tennessee, together with such additions thereto as may from time to time be designated by Developer whether or not such properties are contiguous with or adjoining the boundary lines of "WHITES CREEK MANOR" as shown on the subdivision plat referred to hereinabove, but excluding Lot # 26 as shown on the said plan which is a commercial lot and is not a part of Whites Creek Manor.

11. "Approved Contractor" shall refer to Richard C. Binkley, Jack Nixon Krantz Builders, Inc., or such other contractor as may be approved by the developer.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

Section One. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in NASHVILLE, DAVIDSON County, Tennessee, and is more particularly described and shown on the residential plan of "WHITES CREEK MANOR", consisting of lots numbers 1-25 and the Common Areas shown thereon. Only those lots and the Common Areas are made subject to this Declaration. Lot number 26 as shown on the said plan is not a part of Whites Creek Manor and is not subject to this Declaration.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section One. Membership.

1. Every person or entity who is the Owner of record of a fee interest in any lot within the Properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Ownership of such lot shall be the sole qualification for membership. When any lot is owned of record as a tenancy by the entireties or tenancy in common or by some other legal entity, membership as to such lot shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two herein below.

2. During any period in which a member shall be a default payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules or regulation established by the Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process requirements shall be observed. Such hearing shall

only be held by the Board (or a committee thereof) after giving member ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of any violation shall be made by a majority vote of the Board or the committee thereof.

3. No membership or initiation fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the By-Laws, or as the Developer or the Directors of the Association may from time to time hereafter adopt.

Section Two. Voting and Voting Rights.

1. The voting rights of the membership shall be appurtenant to the ownership of the lot. There shall be two classes of lots with respect to voting rights:

A. Class A. Class A Lot shall be all Lots except Class B Lots as the same are hereinafter defined, and the Owner(s) of each Class A Lot shall be entitled to one (1) vote.

When two or more persons hold an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such person as proxy and nominee for all persons holding an interest in a Lot and in no event shall more

than one (1) vote be cast with respect to any Lot.

B. Class B. Class B Lots shall be all Lots owned by Margie H. Binkley, Richard C. Binkley, Jack Nixon Krantz Builders, Inc., and such other contractor as may be approved by the Developer (the Developer and the Contractors) which have not been converted to Class A Lots as provided below. The Contractors shall be entitled to four (4) votes for each Class B Lot title to which is vested in the Developer and the Contractors.. The Class B Lots shall cease to exist and shall be converted to Class A Lots when eighteen (18) of the Lots are owner occupied residences.

2. Any member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

3. 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. A corporation 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.

4. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members of each Class present

at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

5. The Developer shall have at least one (1) representative, which he shall appoint at his discretion, on the Board during the first five (5) years after the date hereof.

ARTICLE IV

COMMON AREA PROPERTY RIGHTS

Section One. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title for every Lot subject to the provisions of this Declaration and the Charter and By-Laws of the Association, including, but not limited the following:

1. The right of the Association to limit the use of the Common Area to Owners, their families, and guests;

2. The right of the Association to suspend the voting and enjoyment right of an Owner for any period during which any assessment against his Lot remains unpaid, cr for any infraction of the Association's published rules and regulations.

3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and

subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least two-third (2/3) of the votes appurtenant in Class A Lots and Class B Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided 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 Area without the assent of the membership when such easements are requisite fro the convenient use and enjoyment of the Properties.

Section Two. The right and easement of enjoyment granted to every Owner in Section of this Article may be exercised by members of the Owner's family. An Owner may, with the approval of the Board of Directors of the Association, delegate his right of enjoyment in the Common Area to his tenants who occupy the residence of the Owner within the Properties.

Section Three. Every Owner shall have an interest in all of the property owned by the Association as is represented by the ratio of the number of votes to which said Member is entitled to the total number of votes, both Class A and Class B Members, in the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section One. Monthly or Annual Assessment for Maintenance Fund. For each Class A Lot owned within the Properties, every Owner covenants, and each subsequent Owner of any such Lot, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is 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 the amount hereinafter set forth, which may be levied by the Board of Directors of the Association.

Section Two. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes shall include maintenance, landscaping and beautification of the Common Areas, maintenance of all walkways, streets and passage ways, walls and fences constructed by Developer, and maintenance of all landscaped areas. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; the employment of a general manager and other personnel; the cost of labor, equipment, materials, management and

supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other personnel whom the Directors may determine to be useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

Section Three. Creation of the Lien and Personal Obligation of Assessment. In order to secure payment at and after due date, as such assessment becomes due there shall arise a continuing lien and charge against each Lot, the amount of which shall include 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 such property at the time when the assessment fell due, such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such owner of such obligation if the same is not paid when due by the successor assuming it.

Section Four. Exempt Property. The assessments, charges and liens created under this Article V shall not apply to the Common Area, nor shall it apply to any lot, the title to which is vested either in any first mortgagee subsequent to foreclosure; provided, however, that upon the resale of such property by such first mortgagee the assessment herein provided shall again commence and accrue and shall be fully applicable to such lot upon the conveyance to any subsequent Owner.

Any lot which Developer may hereinafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessment and charges created herein. In addition, all property dedicated to and accepted by a local public authority, all land granted to or used by a utility company shall be exempt from such assessments.

Section Five. Assessments Prior to Formation of the Association. The Developer shall have the authority, from and after, to assess all lots within the development, prior to the incorporation of the Association and the election of its first Board of Directors, provided that the maximum assessment, per month shall not exceed Fifty ($50.00) Dollars per lot during the first year, provided further that this authority shall expire, in any event, six (6) years from the date hereof.

Section Six. Special Assessment. In addition to the monthly or annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have affirmative votes of not less than a two-thirds (2/3) majority of a meeting of the members, held after not less than five (5) days notice in writing.

Section Seven. Date of Commencement of Annual or Monthly Assessment Due Dates; Certificate of Payment. Annual or monthly assessments provided for herein shall commence as to all lots on the first day of January of the year 2006, or whenever the site preparation is completed, whichever is later. At least thirty (30) days before January 1 of each year, the Board of Director shall fix the amount

of the annual assessment against each lot and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner.

The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid to date.

Section Eight. Effect of Non-Payment of Assessment: 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 legal contract rate and to the extent allowed by law. The Association, its agent or representative, may bring an action of 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.

ARTICLE VI

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

Richard C. Binkley, Tommy Krantz and Jack Nixon shall serve as the initial Architectural Control Committee and they shall be responsible for the approval of all development and for enforcing the restrictions set forth herein or in a separate document.

The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subjected to this Declaration.

Section One. Approval of Plans and Architectural Committee. No external construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or other external improvements of any nature shall be constructed without obtaining the prior written approval of the Architectural Control Committee (the ACC) as to the location of the same and as to its plans and specifications. For this purpose, the Architectural Committee shall have full authority to review and act upon requests for approval; and prior to the beginning of the contemplated works, two (2) complete sets of building plans and specifications must be submitted to the Architectural Control Committee for approval. The Architectural Committee shall be the sole arbiter of the same and may withhold approval for any reason, including purely aesthetic considerations. Upon approval being given, construction shall commence within ninety (90) days, and shall be prosecuted to complication promptly and in strict compliance with the

approved plans, otherwise the approval shall be void. The failure of the Architectural Control Committee to act upon any set of plan and specifications within thirty (30) days from the date of the submission of the same shall constitute the approval of such plans. A reasonable fee, not exceeding One Hundred ($100.00) Dollars, may be charged by the Architectural Control Committee to defray its costs incurred in considering and acting upon any proposed plans and specifications requiring approval for changes.

2. If any lot is sold unimproved to any person, corporation or other entity than to Richard C. Binkley, Jack Nixon or Krantz Builders, Inc., construction must begin within one (1) years after the date of purchase and must be completed within twelve (12) months after construction begins. In the event construction has not begun within one (1) year after date of purchase, the Developer reserves the right for Jack Nixon or Krantz Builders, Inc., or either of them, but they shall not be obligated, to purchase any unsold lot or lots owned by the Developer at the original sales price.

Section Two. Improvement, Setback and Use Restrictions.

1. All structures must be built to comply with the lot plan and plans and specifications approved by the Architectural Control Committee their designee. Before any house may be occupied, it must be completely finished and certificate of completion must be issued by the Developer.

2. Minimum setback requirements have been established to gender some uniformity within the subdivision. The Architectural Control Committee reserves the right to approve the lot plan and location of each house or other structure on each lot and to arrange the same in such manner as it shall deem in the best interests of the overall development. No building or structure, or any part thereof, shall be located on any lot nearer to the front line than the minimum setback lines shown on the recorded plan. For the purpose of determining compliance with the minimum setback requirements, eaves, porches, overhangs, and steps extending beyond the front wall of a structure shall not be considered as a part thereof.

3. The total floor living area of the main structure upon any lot, exclusive or open porches, patios, garages, carports, breezeways, unfinished basements and unfinished bonus rooms or the areas to be heated and cooled shall not be less than 2,600 square feet, unless a variance is granted by the Architectural Control Committee.

4. No wall shall be built without the prior written approval of the Architectural Control Committee. No retaining wall shall extend to a height greater than three feet above the earth being retained and no wall or fence enclosing a patio or courtyard shall extend to a height greater than six feet from ground level. All walls and fences must be of brick, or other material approved by the Architectural Committee and of a style and designed approved by the Developer. All party walls must be approved by the Developer and the Architectural Control

Committee prior to commencing construction and shall be built at the. sole expense of an owner or owners.

5. Swimming pools must be located to the rear, of the lot or enclosed within the main dwelling, and shall be no nearer than five (5) feet to any lot line. Fences around swimming pools shall be screened from view of neighboring properties. No above ground pools shall be permitted.

6. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on any lot, whether temporary or permanent, shall be walled or screened so as to conceal the same from the view or neighboring lots, roads, streets, and open areas. Plans for all screening walls, plants and enclosures must be approved by Architectural Control Committee.

7. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

8. All air conditioning compressors, and other like equipment shall not be visible from roads, streets, and open areas. Outdoor television antennas may be installed, only with the prior approval of the Developer or Architectural Committee. No cable or satellite dishes will be permitted which are more than 30 inches in

diameter and all such dishes shall be installed on the side or rear of the the house, and shall not be permitted to be installed on the roof.

9. No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially effect the surface grade of surrounding lot except to the extent that fill may be required on certain lots as shown on the recorded plan. All fill shall be subject to the approval of the Developer or Architectural Control Committee, as to the nature of the fill employed and as to the manner and methods of installation.

10. Outside clotheslines and clothes hanging devices shall not be permitted and no clothes or rugs, etc. will be cleaned, aired or dried outside, except as they are out of site or adjoining property areas.

11. All driveways shall be of hard surface, broom finished concrete construction only and shall be approved by the Architectural Control Committee.

12. Trash containers shall be kept in the garage or in an area screened from view of neighbors and from all streets and common areas, and shall only be permitted to be moved to the street on the trash pick-up day.

13. No advertising signs of any kind shall be located upon or otherwise displayed to view on any lot or improvement thereof, provided that this requirement shall not preclude the installation by the Developer of signs identifying the entire subdivision, and provided, further, that this requirement shall not preclude the

placement by Home Owners or realtors of a professionally lettered "For Sale" sign in the front of individual residences of such size, and character as shall from time to time be approved by the Architectural Control Committee, nor will this requirement preclude the placement of a professionally lettered sign designating the name, address and phone number of the contractor on any lot prior to or during the course of construction on such lot.

14. No trailer, camper, boat, motorcycle, or other like vehicles and no tent, shed or temporary structures shall be permitted on any lot unless screened from view of the adjoining lots, streets and Common Areas, provided, however, that temporary buildings may be permitted during the construction period of houses. No garage, outbuilding, trailer or other like construction shall be used for residential purposes, either temporarily or permanently.

15. No exposed concrete block will be permitted above ground level in the construction of any building, wall or fence.

16. All improvements shall be completed within one (1) year from the commencement of construction.

17. Tour buses will not be permitted in Whites Creek Manor Subdivision at any time.

18. Mailbox and street light locations and style shall be approved by the Architectural Control Committee and shall be uniform within the subdivision.

19. Eave lights shall be positioned so as not to shine in any windows of neighboring houses.

20. All exterior building materials shall be brick, brick veneer, or stone such materials as may be approved by the Architectural Control Committee.

21. All exterior elevations, site plans and landscape plans shall be approved by the Developer and the Architectural Review Committee.

22. Any disturbance or removal of any part of the property, trees, or shrubbery whether now existing or hereafter planted shall be subject to prior review and written approval of the Developer or Architectural Review Committee to which the Developer may designate such authority.

23. There shall be no exterior improvements, additions, deletions or changes of any kind to the lots, buildings, parking areas landscaping or any other improvements in the development without prior written approval of the Architectural Control Committee.

24. No mobile homes, modular homes, doublewide mobile homes, trailers, basement homes, garage, outbuilding, camping trailer, recreational vehicle, tent or shack shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

25. The exterior of any dwelling house constructed on any lot must be completed before occupancy is permitted; and, any dwelling house constructed on any lot shall be completed within one (1) year from the date construction is commenced.

26. No store, shop, boarding house or other commercial building or enterprise shall be built, erected or maintained on any said lots in this subdivision.

27. No lot or lots as shown on said recorded plan shall again be subdivided, re-subdivided, altered or changed so as to produce less area than as established by said plan.

28. No building of any type shall be erected on any lot closer than 20 feet from the front lot line and/or 20 feet from the side of a house on any adjoining lot and shall meet all of the requirements and specifications of the planning and zoning authority for Davidson County, Tennessee and the Architectural Control Committee.

29. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No vehicle, boat, or trailer , either personal or otherwise, shall be repaired or worked on in any open area. One personally owned vehicle may be worked on in a basement or garage area only.

30. No sewage shall be allowed to flow into existing creeks and branches or onto the surface of the ground, but shall be disposed of through a sanitary sewerage system built in accordance with the county health regulations.

31. All dwelling houses will have a two (2) car attached garage or a two car garage in the basement area. The location of the garage doors shall be specified or approved by the Architectural Control Committee, and all garage doors shall be equipped with one or more automatic garage door openers, which shall be operable at all times.

32. No poultry, swine, cows, or horses shall be kept on any lot. All other outdoor animals shall be kept only subject to the approval of the architectural control committee.

33. No trailer, boat, bus, camper, mobile home, house trailer, commercial vehicle, including but not limited to buses or semi-tractor trailer trucks or rig(s) (separate or in combination), may be placed, parked, constructed, or stored outside on any lot or on the public streets within Whites Creek Manor subdivision at any time, either temporarily or permanently. Only passenger vehicles with current, valid and proper registration and license tag may park outdoors on any Lot, and then only on driveways paved as required by these covenants. No parking shall be permitted on any grass areas after construction has been completed on each lot.

34. No vehicle shall be parked on the street, except for visitation by family, friends or other invitees, but in no case shall any vehicle be parked on the street for more than than forty-eight (48) hours.

35. All vacant lots must be mowed and kept neat in appearance at all times.

36. All propane tanks must be installed underground.

37. No fences shall be installed unless approved by the architectural control committee, and all such approved fences shall be located to the rear of the house and must be maintained in good condition at all times. No chain link or wire fences shall be permitted.

38. If any of the provisions of this instruments are at any time declared void or inoperative by any Court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby.

39. The foregoing restrictive covenants may be enforced by any owner of any lot on the plan or plans of Whites Creek Manor Subdivision, by the Developer or by the Whites Creek Manor Homeowners' Association by action in the Chancery Court for Davidson County, Tennessee, for injunctive relief and/or damages; and, in the event of such litigation, the party or parties violating the foregoing restrictive covenants shall be required to pay the complaining parties reasonable attorney's fees, court costs, deposition costs and other litigation expenses.

Section Three. Maintenance.

1. All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective owners, both before and after the construction of residences thereon. Such maintenances shall include, but not be limited to, building, repairing, replacing and cleaning the roofs, gutters, downspouts, building surfaces, walkways, driveways, and other exterior improvements. To provide uniformity in the maintenance of the landscaping, the Architectural Control Committee may contract with one or more landscaping services to provide maintenance services for the Common Areas. The cost of such maintenance shall be treated as a Common Area charge for all areas.

In the event any owner shall fail to complete his residence according to the approval plans or to maintain his lot and/or the improvements situated upon his or her Lot in a manner satisfactory to the Association, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, and after ten (10) days notice in writing to the lot owner, and his, her or their continued failure to

commence the correction of the matter in issue, enter upon said lot and complete repair or maintenance to restore the exterior of the improvements erected thereon to an acceptable condition. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such lot is subject and the owner shall personally liable for the cost of such maintenance so incurred.

Section Four. Use of Premises. Each lot shown on the recorded plan shall be used only for private residential purposes and not otherwise. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

Section Five. Pets. Household pets may be kept on any lot by the owner thereof in reasonable numbers for the sole pleasure and purposes of the occupants, but not for any commercial use or purposes. No pets shall be permitted in the Common Area unless accompanied by their owners and unless on a leash or under the absolute control of their owners and owners shall be responsible to clean up the common areas after their pets. No dog runs or kennels shall be permitted on any lot. The architecture and location of all dog houses shall be approved by the Architectural Control Committee.

Section Six. 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

provisions of any such governmental code, regulation or restriction, and any provisions of this Declaration, the more restrictive provision shall apply.

Section Seven. Exclusive Contractors. In order to minimize confusion and complications which may result from the construction of a number of residential units upon the properties at the same time, and in order to insure the maintenance of a high quality of construction, the Developer has designated Richard C. Binkley, Jack Nixon and Krantz Builders, Inc., or their successors, or such other contractors as may later be approved by the Developer, as the exclusive contractors authorized and permitted to construct residential units or facilities upon lots within the Subdivision.

ARTICLE VII

EASEMENTS

Section One. General. Each lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat(s) of survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat.

Section Two. Common Areas. Perpetual easements are reserved in favor of all lot owners, their families, guests, and invitees for the use of all Common Areas as shown on the recorded plan and as described herein.

Section Three. Developer's Easement. An easement of necessary width from the perimeter boundary lines of each lot is retained by the Developer for the for any maintenance or construction purposes deemed necessary by Developer. This easement shall be included as a part of the common areas and Developer agrees to convey its interest in the same to the Association at the time other common areas are conveyed to it.

ARTICLE VIII

GENERAL PROVISIONS

Section One. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for a period of thirty (30) years from date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section Two. Headings 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.

Section Three. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Architectural Control Committee 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.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants and Restrictions to be duly signed this 6th day of February, 2006.

"DEVELOPER"

By: Margie H. Binkley
MARGIE H. BINKLEY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARGIE H. BINKLEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 6th day of February, 2006.

Sherrie L. Daimwood
NOTARY PUBLIC

