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Record Book
577 Ps 1085

**DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
WESTON PARK**

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**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR WESTON PARK**

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made effective the 21st day of December, 2005, by Stonebridge Development, Inc., a Tennessee corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property") which Declarant desires to develop as a residential community to be known as Weston Park, with various open spaces, common facilities and common areas for the benefit of said community; and

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of such portions of the Property as are now or may hereafter be submitted to this Declaration; and

WHEREAS, Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvements for the benefit of all owners and/or occupants of residential property within the Property and all persons or entities having any interest in the Property, by the recording of this Declaration; and

WHEREAS, as part of the general plan of improvement of the Property, Declarant desires to create an Association (as defined herein) to manage the Property; and

WHEREAS, Declarant desires that the Property be held, sold and conveyed subject to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit A and any additional property as may be added to the Property and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property, and shall run with the real property submitted to this Declaration. They shall be binding on all parties having any right, title, or interest in the described Property, or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units and of maintaining the Property, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below. The term "Assessments" shall include without limitation General Assessments, Special Assessments and Transfer Assessments.

Section 2. "Association" shall mean and refer to Weston Park Homeowners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall be the elected body responsible for managing the affairs of the Association. Actions required of or permitted by the Board herein may be taken or fulfilled by a committee or other designee as may be established or appointed by the Board in accordance with the By-laws of the Association.

Section 4. "By-laws" shall mean the By-laws of Weston Park Homeowners Association, Inc. attached hereto as Exhibit B and made a part hereof, and as may be amended from time to time.

Section 5. “Common Area” shall mean the Property and any improvements thereto, but excluding Residential Units and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including, but not limited to the common areas shown on the Preliminary Site Plan and any and all pedestrian bridges, parking areas, ponds, waterways, landscaping and irrigation systems, fences, structures, sidewalks, community signage, walls, monuments, illumination of common areas, common utilities, storm water system, wells, fountains, tot lots, pool and cabana, trail system and other improvements located on such common areas. Declarant shall convey the Common Area to the Association at such time as Declarant deems appropriate.

Section 6. “Common Expenses” shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Area, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the By-laws of the Association.

Section 7. “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing in the subdivision developed on the Property.

Section 8. “Design Review Committee” shall mean that committee formed by Declarant or the Board for the purpose of approving any improvements, including landscaping, to be constructed on any Residential Unit.

Section 9. “Member” shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 10. “Mortgage” shall include a deed of trust or mortgage encumbering any Residential Unit.

Section 11. “Mortgagee” shall include a beneficiary under or holder of a note secured by a Mortgage.

Section 12. “Mortgagor” shall include the trustor or grantor of a Mortgage.

Section 13. “Owner” shall mean and refer to one or more Persons or entities, including Declarant, who holds or hold the record title to any Residential Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this Declaration, the Owner of a Residential Unit which is under lease shall be as follows: for the purpose of membership, including matters related to voting and Assessments, the record owner or owners of the Residential Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the tenant or tenants residing in the Residential Unit. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association.

Section 14. “Person” shall mean a natural person, a corporation, a partnership, limited liability company, trust, trustee, or other legal entity.

Section 15. “Preliminary Site Plan” shall mean the preliminary site plan of the Property which may be amended from time to time. Declarant contemplates that it will record a series of final plats of the Property in the real estate records of the Register’s Office for Rutherford County, Tennessee from time to time as the Property is developed (each such recorded plat, a “Final Plat”). To the extent a Final Plat conflicts with the Preliminary Site Plan, the Final Plat shall control, and the Preliminary Site Plan shall be deemed to have been amended to conform to the Final Plat.

Section 16. “Property” shall mean and refer to the real property described in Exhibit A attached hereto.

Section 17. “Residential Unit” or “Unit” shall mean a portion of the Property intended for any type of independent ownership for use and occupancy as a residence by a single family, whether a residence is constructed thereon or not. All Residential Units shall be shown and identified as numbered lots or units upon the Preliminary Site Plan and any Final Plat.

Section 18. “Subsequent Amendment” shall mean an amendment to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations to the provisions of this Declaration. The term

“Declaration” as used herein shall include this Declaration, together with any and all Subsequent Amendments.

ARTICLE II

PROPERTY RIGHTS

Section 1. Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to any restrictions or limitations contained in this Declaration or in any Deed or amendment thereto conveying the Common Area to the Association or subjecting the Common Area to this Declaration. Any Owner may delegate his or her other right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time.

Section 2. Sidewalks. Every Owner shall have a right and easement of enjoyment in and to the sidewalks located within the public right of way, subject to any restrictions or limitations contained in this Declaration or in any Deed or amendment thereto conveying such Residential Unit to the Association or subjecting such Residential Unit to this Declaration. Any Owner may delegate his right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time. Every Owner shall be responsible for maintaining the sidewalk in the public right of way in front of said Owner’s Residential Unit in a safe condition and in accordance with the Community-Wide Standard and other rules and regulations which may be established by the Board from time to time.

Section 3. Shrub Hedgerow. As part of the design of the Subdivision, a shrub hedgerow is planned along all streets that front residential units in the Subdivision. Each homeowner is responsible for planting said hedgerow in accordance with the specifications of the Design Review Committee. The Association will be responsible to trim said hedges to a uniform size, but each homeowner shall be responsible to water the shrubs in front of their home, replace any dead or dying shrubs in front of their home, and to edge and mulch the mulch bed accompanying the shrub hedgerow. In the event any homeowner fails to fulfill any of said obligations, the Association may replace any shrubs and charge an assessment against said homeowner for the costs of the same. The Association shall have the same enforcement rights in regards to said assessment as the Association would have in regards to any other assessment referenced in this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in the Association. Every Person who is the record owner of a joint fee interest or undivided fee interest in any Residential Unit shall be deemed to be a member of the Association (each such person or entity, a “Member”). Membership shall be appurtenant to and may not be separated from such fee interest ownership, and any transfer of a Residential Unit shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate that Member’s membership.

Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership and/or Declarant’s rights as Declarant herein, but any transfer by Declarant of title to a Residential Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from any such assignment, pledge, hypothecation or alienation.

Declarant may also establish another homeowner’s association, to be a sub-association of Weston Park Homeowner’s Association, Inc., in order to provide different services which are not applicable to Weston Park subdivision as a whole. Members of any subassociation will remain liable for the obligations in this Declaration, and be entitled to vote in accordance with the terms of this Declaration.

Section 2. Classes of Membership. The Association shall have two classes of membership, Class “A” and Class “B”, as follows:

(a) Class "A." Class "A" Members shall be all Members with the exception of the Class "B" Members, if any. Class "A" Members shall also include Owners of such Residential Units as may be annexed by Subsequent Amendment. The voting rights of Class "A" Members shall be as set forth in the By-laws.

(b) Class "B." Class "B" members shall be the Declarant and any successor of Declarant who takes title to any of the Property for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor, so long as Declarant (or its successor) owns any Residential Units or until such time as such Class "B" membership is converted to Class "A" membership pursuant to Section 8 of the By-laws, whichever occurs first. The voting rights of Class "B" Members shall be as set forth in the By-laws.

ARTICLE IV

MAINTENANCE

Section 1. Association's Responsibility. The Association shall be responsible for the following maintenance obligations:

(a) The Association shall maintain and keep in good repair the Common Area. Such maintenance shall include, without limitation, maintaining, repairing, and replacing, subject to any insurance then in effect, all trees, landscaping and other flora, structures, streets, alleys, irrigation system, swimming pool and cabana area, trail system, storm water control and any other improvements situated upon the Common Area. In addition, the Association shall be responsible for trimming the shrub hedgerow along the streets to a uniform size.

(b) Each homeowner shall maintain the sidewalks located in the Common Area and on each Residential Unit, and an easement of entry and maintenance on each Residential Unit is hereby granted to the Association, its employees, agents and contractors, for such purpose should a homeowner not maintain the section for which the homeowner is responsible.

Section 2. Owner's Responsibility. Except as provided in Article IV, Section 1 above, the Owner of each Residential Unit shall have the sole responsibility for maintenance of all exterior and interior portions of the Residential Unit; land, flora and landscaping within the boundaries of the Unit; those areas within enclosed patios or courtyards; all inside and outside walls, roofs and structural components of the Residential Unit; all patios, decks, balconies, and driveways serving only one Residential Unit; and other improvements not maintained by the Association. Each Owner shall maintain said portions of its Residential Unit in a manner consistent with the Community-Wide Standard, the applicable covenants set forth in this Declaration, and such rules and regulations as may be established by the Board from time to time.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board of Directors for the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall also obtain a public liability and hazard/multi-peril policy covering the Common Area, Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit, subject to such increases as the Board may deem appropriate.

Premiums for all insurance required by this Article V to be maintained by the Association shall be Common Expenses of the Association and shall be included in the General Assessment, as defined in Article IX, Section 1. The policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the more nearly equivalent rating.

(b) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(c) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Murfreesboro, Rutherford County, Tennessee area.

(d) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least 30 days' prior written notice to the Association. As set forth in Article XII, Section 3 of this Declaration, the Board shall also obtain, as a Common Expense, a reasonably available amount of Directors and Officers Errors and Omissions insurance.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for

such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or construction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagees as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Residential Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a)(i) hereof.

Section 3. Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at a Special Meeting (as defined in the By-laws) called in accordance with the By-laws at least seventy-five percent (75%) of the total eligible vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within the sixty (60) day period referenced above, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged portions of the Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition and the remaining insurance proceeds shall be delivered pro rata to the Owners of each Residential Unit.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Areas for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 5. Annual Review of Policies. At least annually, the Board shall review all insurance policies that are required by this Article V to be maintained by the Association in order to ascertain whether the coverage contained in the policies is sufficient. If the Board deems such coverage to be insufficient, the Board may expand the coverage to the extent it reasonably deems necessary.

ARTICLE VI

NO PARTITION

There shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property, granting easements across the Common Area, nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII**CONDEMNATION**

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the direction of the Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the total eligible vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII**RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

In addition to the powers delegated to the Association by its Charter, the Association shall have the obligation to perform each of the following duties related to the Property and Common Area:

Section 1. Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Area and/or the Residential Units; to keep all improvements, if any, of whatever purpose from time to time located on the Common Area in good order, condition, and repair. Said maintenance shall include, but not be limited to, the maintenance obligations set forth in Article IV, Section 1. Any other provision of this Declaration or the By-laws notwithstanding, the Association always shall maintain lien-free title to the Common Area, excepting only a lien for current taxes not yet due and payable.

Section 2. Water and Other Utilities. To acquire, provide, and/or pay for, water, sewerage, garbage disposal, electrical, telephone, gas, and other necessary utility services for the Common Area.

Section 3. Taxes and Assessments. To pay all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or secured by a bond in an amount at least equal to such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

Section 4. Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee, with a financial rating by Best's Insurance Reports of BBB+ or better, and maintain in force at all times such insurance as is required by this Declaration.

Section 5. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Rutherford County conveyed to it by the Declarant as permitted herein.

Section 6. Rules and Regulations. The Association, through its Board of Directors or otherwise, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by

this Declaration. Sanctions may include reasonable monetary fines (“Fines”), suspension of the right to vote and suspension of the right to use the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board or otherwise, may, by contract or other agreement, enforce county ordinances or permit Rutherford County to enforce ordinances on the Property for the benefit of the Association and its members.

Section 7. Traffic Control. The Board may make rules and regulations concerning driving and parking within the Property, subject to applicable governmental requirements and restrictions. The Association may construct traffic calming devices and post speed limits or other traffic signs and take other measures deemed necessary to discourage excessive speed and to promote a safe environment. The Association may enforce such rules and regulations with penalties, Fines or towing, and shall have all remedies set forth in this Declaration.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX

ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created annual Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors as follows (collectively, the “Annual Assessments”):

(a) The Board may levy general assessments for expenses determined by the Board to benefit the Association and/or the Residential Units as a whole, including without limitation, expenses incurred by the Association in fulfilling its maintenance obligations set forth in Article IV, Section 1(a), and Article VIII (“General Assessments”). General Assessments shall be allocated equally among all Residential Units.

(b) The Board may include in the levy for general assessments reserves for periodic maintenance of the Common Area, including without limitation private streets, gates and entry systems.

Section 2. Assessment Obligation. Each Owner, by acceptance of his or her Deed, is deemed to covenant and agree to pay all Assessments levied by the Association pursuant to this Declaration. A budget for the first year of the Association, including contemplated General Assessments and Special Assessments (as defined below), and a breakdown thereof, is attached hereto as Exhibit C (the “Base Budget”). Each Residential Unit shall be subject to the Assessments set forth in the Base Budget when a certificate of occupancy is obtained on the first Unit. The Base Budget year for the Association shall commence April 1, 2006, with Assessments being prorated as of the date of closing of a Unit.

Until the Class “B” membership terminates and converts to Class “A” membership pursuant to Article III, Section 2 of the By-laws, the Class “B” Members shall from time to time pay the Association any amounts required to make up any shortfall in the Base Budget, and any subsequent Budget (as defined below), to the extent that such shortfall arises from (a) actual operating costs (including amounts allocated to or drawn from reserve funds) exceeding budgeted operating costs, or (b) budgeted operating costs (including amounts allocated to or drawn from reserve funds) exceeding actual income. To the extent a shortfall arises from subsection (b) of this paragraph and the lack of income results from the failure of a Class “A” Member to pay Assessments, the Class “B” Members shall not be obligated to make up such shortfall. As long as the Class “B” Members continue to make up the shortfall in the Budget as set forth in this paragraph, notwithstanding any provision to the contrary in this Declaration, the Class “B” Members shall not be obligated to pay any General Assessments imposed on any Residential Units owned by Class “B” Members.

All Assessments, together with interest at the highest rate allowable under the laws of Tennessee from time to time relating to usury for residential real estate loans (or if no such rate is established, sixteen percent (16%) per annum) (“Interest”), costs, and reasonable attorneys’ fees, shall be a charge on the land and shall be a continuing lien upon the Residential Unit against

which each Assessment is made. Each Assessment, together with Interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Residential Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The manner of payment fixed by the Board may include, without limitation, acceleration of the Assessment levied on a particular Unit on account of delinquent payment of such Assessment or monthly installment thereof. Unless the Board otherwise provides, Annual Assessments shall be paid in monthly installments.

Assessments allocated to each Residential Unit cannot be increased more than ten percent (10%) per annum without a two-thirds majority vote of the Members of the Association.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year (the "Operating Budget"). The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with a Capital Budget separately prepared, as more particularly described in Article IX, Section 6 below. The Board shall set Assessments based on the Operating Budget and the Capital Budget, provided that the Board may not increase Assessments more than 10% per annum except as set forth in Article IX, Section 2. The Board shall cause a copy of the Operating Budget, and the amount of each General Assessment to be levied against each Residential Unit for the following year, to be delivered to each Owner at least ten (10) days prior to the meeting. The Operating Budget, together with the Capital Budget and the Annual Assessments (collectively, the "Budget"), shall become effective unless disapproved at the meeting by a majority vote of the total Association membership.

Notwithstanding the foregoing, however, in the event the Members disapprove the proposed Budget or the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a Budget shall have been determined as provided herein, the Budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy, during any calendar year, but in no event prior to the first annual meeting of the Members, special assessments, applicable only to that year, to be used solely to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto ("Special Assessments"). The Board may levy a Special Assessment against all Residential Units for such expenses determined by the Board to benefit the Association and/or the Residential Units as a whole, and may levy a Special Assessment against particular portions of the Property for such expenses as may be determined by the Board to benefit less than the Association as a whole. The Board may also levy a Special Assessment against particular Residential Units to reimburse the Association for costs incurred in maintaining such Units upon failure of the Owner to do so, as set forth in this Declaration. Except for Special Assessments imposed upon particular Residential Units to reimburse the Association for costs incurred in maintaining such Units upon failure of the Owner to do so and except for Special Assessments imposed under Article V, Section 4 and Article XII, Section 5(f) hereof, a Special Assessment must be approved by vote or written consent of (a) sixty-seven percent (67%) of each class of Members in the Association present and voting, either in person or by proxy, and entitled to vote at a meeting of the members of the Association called for such purpose at which a quorum is present; or (b) sixty-seven percent (67%) of the Unit Owners directly affected or benefited by the Special Assessment, in the opinion of the Board, if less than all of the Owners are benefited.

Section 5. Lien for Assessments. To secure the payment of any Assessment and/or Fine imposed by the Association pursuant to Article VIII, Section 6 of this Declaration, a lien is expressly retained in favor of the Association on each and every Residential Unit in the Association. Such lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, first mortgage liens, and other levies which by law would be superior thereto.

For the purposes of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of Assessments and/or Fines, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto Charles R. Chastain, Trustee, his successors and assigns, their respective Residential Units with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If each Trustor shall pay his Assessments and/or Fines when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Residential Unit. If the Assessments and Fines with respect to any Residential Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Rutherford County, Tennessee to sell said Residential Unit at the front door of the Courthouse in said County (or at such other place identified by Trustee in such notice) to the highest bidder for cash, at public outcry, free from all statutory, equitable and other rights of redemption, homestead, dower and all exemptions of every kind (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 *et seq.*), which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any Assessment or any installment payment thereof or any Fine, enter and take possession of said Residential Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Residential Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said Residential Unit. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

- (a) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;
- (b) Second, to the payment of all taxes which may be unpaid with respect to such Residential Unit;
- (c) Third, to the payment of all unpaid Assessments and Fines with respect to such Residential Unit; and
- (d) Fourth, the residue, if any, will be paid to the Owner of such Residential Unit, his order, representatives or assigns or to any other person legally entitled thereto.

In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Rutherford County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any funds required for purchase of a Unit at foreclosure shall be assessed as a Special Assessment, subject to all of the requirements in Article IX, Section 4 hereof. With respect to any Residential Unit owned by the Association following foreclosure: (1) no right to vote shall be exercised on behalf of the foreclosed Residential Unit; (2) no Assessment shall be assessed or levied on the foreclosed Residential Unit; and (3) each other Residential Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a Member who is in default of payment of any Assessment or any installment payment thereof after notice and hearing.

Nothing in this Section shall preclude the Association from recording and enforcing its lien without exercising its rights arising from the foregoing trust conveyance.

Section 6. Capital Budget and Contribution. As noted in Article IX, Section 3, above, the Board of Directors shall annually prepare a Capital Budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Capital Budget, with respect both to amount and timing by Assessments over the period of the Budget. The capital contribution required shall be fixed by the Board and included within the Operating Budget and Assessment, as provided in Section 3 of this Article. A copy of the Capital Budget shall be distributed to each member in the same manner as the Operating Budget.

Section 7. Certificate of Payment. The Board shall, upon request and for a reasonable charge not to exceed \$25.00, furnish to any Person a certificate, signed by an officer of the Association, setting forth whether or not all Assessments, whether General or Special, on a specified Residential Unit have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. Transfer Assessment. At each closing and transfer of title to a Unit, including the initial purchase of a Unit from the Declarant, the new Unit Owner shall pay a transfer assessment in the amount of Two Hundred Fifty Dollars (\$250.00), enforceable in the same manner as other Assessments, to be used to provide the Association with working capital ("Transfer Assessment"). The Transfer Assessment shall not be paid by a Mortgagee who assumes title as the result of a foreclosure or deed in lieu, but shall be paid by the new Unit Owner upon the conveyance by the Mortgagee to a subsequent Owner. Furthermore, lots which Builder's have purchased for the construction of homes to be sold to third parties shall be exempt from one-half of all Assessments until they are sold to retail purchasers. Once the homes are sold to retail purchasers, 100% of the Assessments shall apply.

ARTICLE X

ARCHITECTURAL STANDARDS

Section 1. Approval Required. No Person shall construct any Residential Unit or other improvements upon a Unit, or after completion of such Residential Unit or other improvements, make any modifications, additions or alterations to such Residential Unit or any structure thereon or improvement thereto, without the prior written approval of the Design Review Committee pursuant to procedures adopted by the Design Review Committee from time to time. For purposes of this Article X, Residential Units and the improvements thereon shall include, without limitation, the structures, driveways, walkways, landscaping, fencing and exterior appearance. Such procedures shall include the required submissions to be made to the Design Review Committee, and no submission for approval shall be deemed to have been made unless such procedures shall have been satisfied in all material respects. In the event the Design Review Committee fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the Owner may request such a determination by written notice to the Association, and if no approval or requires for further information is provided within an additional thirty (30) days thereafter, such plans shall be deemed approved. In no event shall the Design Review Committee approve, by affirmative action or by failure to act within the thirty-day period set forth above, any plans violating the use restrictions set forth in Article XI below.

Section 2. Design Review Committee. The Declarant shall designate a Design Review Committee consisting of two members and a third party architect or residential design specialist selected by Declarant who has demonstrated a sound understanding of traditional, residential forms of design (a "Qualified Architect or Residential Design Specialist"), to exercise the Board's authority under this Article. The Design Review Committee shall promulgate detailed standards and procedures in implementing the requirements of this Article. Upon termination of the Class "B" membership and conversion of the Class "B" membership to Class "A" membership, the Board may alter the composition of the Design Review Committee. The Board and any committee it may designate may not discriminate between Owners, and upon a written request for a hearing submitted to the Board, an aggrieved Owner shall have the right to a hearing before the Board in accordance with the applicable procedures promulgated in accordance with Article XI, Section 3. The Board shall have the standing and authority to enforce in courts of competent jurisdiction its decisions in connection with this Article. This

Article shall be effective, and may not be amended without the prior written consent of Declarant, so long as Declarant owns any land subject to this Declaration or subject to annexation by this Declaration.

SECTION XI

USE RESTRICTIONS

Section 1. Use Restrictions. In addition to all other covenants contained herein, the use of the Property is subject to the following:

(a) Residential Use. Except as otherwise provided in this Declaration, each Residential Unit shall be used as a residence and for no other purposes, and there shall not be constructed or maintained upon any Residential Unit more than one single-family residence. Except as otherwise provided in this Declaration, the Common Area shall be used for recreational, social, and other purposes directly related to the single-family use of the Residential Units authorized hereunder.

(b) Maintenance of Exterior and Interior. Except as provided in Article IV, Section 1, each Owner shall be responsible for the maintenance of, and shall maintain, the exterior and interior of its Residential Unit, including interior walls, exterior and interior windows, glass, ceilings, floors, doors, windows, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition.

(c) Easement to Make Repairs. Except as provided in Article IV, Section 1, each Owner shall (1) keep its Residential Unit free from rubbish, litter, and noxious weeds; (2) maintain, cultivate, and keep in good condition and repair shrubs, trees, grass, lawns, plantings, and other landscaping located, or from time to time placed, within the bounds of its Residential Unit; and (3) replace dead plants, shrubs, trees, grass, or landscaping of the same or similar type.

(d) Association to Landscape Common Area. Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass, plantings, and other landscaping upon the Common Area located on the Property, and, subject to the conditions stated below, on all or any portion of a Residential Unit maintained by the Association under Article IV, Section 1. No Owner shall remove, alter, or injure in any way any shrubs, trees, grass, plants, or other landscaping placed upon or about his Residential Unit by Declarant or the Association, without first obtaining the written consent of the Board of the Association.

(e) Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view on any Residential Unit or portion of the Common Area, except for (1) directional or informational signs, established by Declarant or the Association, (2) signs used by Declarant, or by its successors or assigns, to advertise the Property, provided such signs are located on the Common Area or on Residential Units owned by Declarant, and (3) signs not in excess of six (6) square feet per side erected by an Owner upon that Owner's Residential Unit to advertise the sale of that Unit.

(f) Quiet Enjoyment. No noxious, offensive, or illegal activity shall be carried on, in or upon any Residential Unit or any part of the Property, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with each Owner's quiet enjoyment of its respective Residential Unit, or that shall increase the rate of insurance in any way.

(g) Temporary Structures. No structure of a temporary character, or other out-building shall be used on any Residential Unit or the Common Area at any time as a residence or otherwise, either temporarily or permanently. Declarant or its agents shall have the right to conduct any business necessary for the sale of Residential Units, including showing model Units and maintaining a sales and/or construction office on the Common Area or in any Residential Unit owned by Declarant. In furtherance thereof Declarant shall have an easement over all of the Common Area for ingress, egress, and parking for itself, its agents, employees, and prospective buyers of Residential Units for so long as Declarant or any subsidiary or affiliated company owns any interest in the

Property, and Declarant may block or restrict access over and across roadways so long as access to a particular Unit owned by a Person other than Declarant is not prohibited.

(h) Play Equipment. Large play equipment, including but not limited to playhouses, swings, slides or other playground equipment, and trampolines, visible from without a Residential Unit, including from adjacent Units, shall be subject to the prior approval of the Design Review Committee, which may impose conditions related to color, location, screening or other aspect that will preserve the view from the street or nearby Units. Basketball goals, whether permanent or movable, may not be located outside any Residential Unit or in any street or cul-de-sac area, may only be placed or constructed on a Residential Unit with the prior approval of the Design Review Committee and may not in any event be affixed to the residential structure.

(i) Animals. No animals, reptiles, rodents, livestock, birds, fish, or poultry of any kind shall be raised, bred, or kept in or on any Residential Units, except that a maximum of two (2) dogs, cats or such other household pets approved by the Association (or a combination thereof not to exceed a total of three (3) pets) may be kept in a Residential Unit, provided such pets are not kept, bred, or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept in or about any Residential Unit if such keeping results in an annoyance or is obnoxious to residents in the vicinity. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or property caused by any pets brought or kept in or upon any Residential Unit or on the Common Area by any Owner or by members of its family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph (h), a particular animal, bird, fowl, poultry, or livestock is a nuisance and therefore to be removed from the Property. Without limiting the foregoing, no animal may be outside any Residential Unit unless such animal is within a fenced enclosure or on a leash.

(j) Garage and Driveways. Every dwelling constructed on a Residential Unit shall contain a garage of sufficient size to hold at least two (2) standard size automobiles. Every garage door shall be equipped with a remote-controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited. All driveways shall be paved with concrete or concrete pavers.

(k) Vehicles. No truck, trailer, camper, boat, van or similar equipment or disabled car shall be permitted to remain upon or within the Common Area unless on a space designated for such use by the Association. No such equipment may be stored or permitted to remain upon or within a Residential Unit or any portion of the Common Area for more than forty-eight (48) hours unless stored in an enclosed garage.

(l) Exterior Structures. No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the Property, except such as are installed in accordance with the initial construction of the improvements approved by the Design Review Committee or, if installed after the initial construction, approved by the Design Review Committee as provided in Article X. No building, including out-buildings, patios, fences, and porches, shall be removed from, erected on, placed or altered on any Residential Unit, or any portion of the Common Area, until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Design Review Committee with respect to quality of workmanship and materials, harmony of external design with existing structure or structures, and location as provided in Article X. Any alteration in the exterior color of any structural improvement shall likewise be subject to the prior approval of the Association. The prohibitions set forth herein shall not apply to Declarant. Without limiting the foregoing, all fencing must be approved by the Design Review Committee prior to installation. Fences are encouraged to be made of extruded aluminum, picket, brick, stone or wrought iron. Wood fences are discouraged and may be disapproved by the Design Review Committee for any reason. Shadowbox fences and chain link fences are prohibited.

(m) Exterior Radio and Television Equipment. No towers, antennae, aerials, dishes, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted

to be erected and maintained on any portion of the Property without the prior written consent of the Association. Notwithstanding the approval of same by the Association, none of same may be visible from the street. Notwithstanding the foregoing, in the event any law, statute or regulation prohibits the enforcement of a requirement of prior approval for such installations, the Association may thereafter exercise all rights with regard to requiring alternative locations of such antennae, aerials or dishes permissible under such laws, statutes and regulations.

(n) Gardens and Statuary. No garden, fountain, ornament or statuary may be placed in the front yard of any Residential Unit except with the prior approval of the Design Review Committee.

(o) Firearms. No firearms or weapons shall be discharged within the Property, regardless of whether regulated by governmental law, ordinance or regulation, including without limitation "BB" guns, pellet guns, dart guns, bows, or slingshots.

(p) Garbage Collection. All rubbish, trash, and garbage shall be removed from the Property regularly and shall not be allowed to accumulate thereon. All refuse containers, clothes lines, woodpiles, storage areas, machinery, or equipment shall be kept in such a manner as not to be visible from neighboring property or contiguous streets. No incinerators shall be kept or maintained on any Residential Unit.

(q) Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against his respective Residential Unit and the utility charges for said Residential Unit.

(r) Infections, Plant Diseases or Insects. No Owner shall permit any thing or condition to exist upon any portion of such Owner's Residential Unit that shall induce, breed, or harbor infections, plant diseases, vermin or noxious insects.

(s) Reasonable Inspection and Entry. The Board shall have the right of inspection and entry in order to perform the duties and obligations of the Board under this Declaration and under the By-laws. In addition, the Declarant, the Association, and their designees, shall have the right to enter upon a Unit for the purpose of cutting grass, hedges, shrubbery and providing maintenance agreed upon with the Owner thereof.

(t) Trade or Business. No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Residential Unit or upon the Common Area or any portion thereof without the prior approval of the Board. The Board may disapprove such a trade or business in the event that it determines that the trade or business would have a negative impact on the Property, including, without limitation, creating problems related to traffic, parking or security. In determining whether to approve a trade or business conducted in a Residential Unit, the Board shall be provided with detailed information on (i) the type of trade or business and (ii) the activities related thereto that could potentially affect the Property. In the event that the Board approves a certain trade or business (the "Approved Use"), then so long as the activities related to that Approved Use do not materially change from the activities described to and approved by the Board, then the Board (whether or not the composition of the Board changes) shall not have the right to disapprove the Approved Use after the date of the original approval.

(u) Compliance with Law. The Association and each Owner shall comply promptly with all laws, statutes, ordinances, rules, and regulations of federal, state, or municipal governments or authorities applicable to use, occupancy, construction, and maintenance of any improvements upon the Residential Units.

(v) Damage from Plants. No Owner shall permit any plant, tree, shrubbery or other similar item to exist upon any portion of such Owner's Residential Unit that shall damage or create a nuisance on another Residential Unit. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular plant, grass, tree, shrubbery, or other similar item is a nuisance and therefore to be removed from the Property. Bermuda grass shall not be permitted on any Residential Unit.

(w) Drapes. Any drapes or window treatments in any Residential Unit which can be seen from the exterior of a Residential Unit shall be lined or backed with material

which is white, off-white or neutral so that no other color other than these hereinabove set out can be seen on the window treatment from the exterior.

(x) Porch Furniture. The furniture on any porch of any Unit must be solid in color and must be black, white, or the same color as the base or trim color of the Unit.

Section 2. Additional Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the Property located within its jurisdiction, including the Units and the Common Area, provided such rules and regulations are not inconsistent with this Declaration.

Section 3. Inspection and Enforcement. The Board may establish procedures and policies for inspection of Units and enforcement of existing requirements.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any of the Property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the initial thirty-year term has expired, the term of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. At any time and from time to time, until the Class "B" memberships terminate and convert to Class "A" memberships, Declarant may amend this Declaration, without joinder of any Owner. Thereafter or in the event Declarant does not own any of the Property, this Declaration may be amended by a seventy-five (75%) affirmative vote. Any amendment shall not become effective until recorded in the Register's Office of Rutherford County, Tennessee. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify its officers and directors against any and all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other controversy or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party, or may become involved, by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees, subject to such rules and regulations as the Board of Directors may adopt.

Section 5. Easements for Utilities, Etc.

(a) There are hereby reserved to the Declarant and granted to the Association blanket easements upon, across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining security and similar systems, irrigation systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, and electricity. The Board shall, upon written request, grant such

easements as may be reasonably necessary for the development, maintenance or alteration of any portion of the Property.

(b) Declarant hereby reserves unto itself and the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, By-laws, and Association Rules.

(c) Notwithstanding anything herein to the contrary, this Declaration and the conveyance of each Residential Unit shall be subject to all easements, licenses or permits heretofore or hereafter granted by Declarant or by the Board for the installation and maintenance of utilities and drainage facilities necessary for the development of the Property.

(d) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Property, which connections or any portion thereof lie in or upon the Common Area or Residential Units owned by Owners other than the Owners of the Residential Units served by said connections, the Owner of each Residential Unit served by said connections shall have the right, and hereby is granted an easement to the full extent necessary therefor, to enter upon or have the utility companies enter upon the Residential Unit or Common Area upon which said connections, or any portion thereof, lie for the purpose of repairing, replacing, and generally maintaining said connections as and when the same may be necessary.

(e) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Property, which connections serve more than one Residential Unit, the owner of each Residential Unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as serve his Residential Unit.

(f) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon the written request to the Association of any one of such Owners, the matter shall be submitted to the Board, which shall decide the dispute and make a Special Assessment against any or all of the Owners involved, which Special Assessment shall be collected and enforced in the manner provided by Article IX of this Declaration.

(g) Each of the easements provided for in this Declaration shall be deemed established upon the recordation of this Declaration and thenceforth shall be deemed covenants running with the land for the use and benefit of the Residential Units and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Property. In furtherance of the easements provided for in this Declaration, the individual deeds to Residential Units may, but shall not be required to, set forth said easements.

Section 6. Construction and Sale by Declarant. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Residential Units shall continue, it shall be expressly permissible for Declarant to construct, maintain and carry on upon portions of the Property, other than Residential Units owned by persons other than Declarant, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, Residential Units, utilities, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Residential Units owned by the Declarant as models and sales offices. Declarant shall also have the right to enter Residential Units to install roads, utilities, and other Common Area improvements. This Section may not be amended without the express written consent of the Declarant.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. Each covenant and restrictions shall be enforced to the fullest extent permitted by law.

Section 8. Right of Entry. The Association shall have the right to enter into any Residential Unit for emergency, security, and safety, which right may be exercised by the

Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance, personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right of the Association to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. The Board may levy a Special Assessment against such Owner equal to the cost and expense incurred by the Association in curing such condition.

Section 9. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIII

DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's Office of Rutherford County, Tennessee. Declarant may unilaterally, without the consent of another owner, annex any additional parcels of property to be subject to this Declaration and the Association.

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

STONEBRIDGE DEVELOPMENT, INC., a
Tennessee corporation

By: Joel A. Smith
Print Name: Joel A. Smith
Title: President

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Joel A. Smith, 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 President of STONEBRIDGE DEVELOPMENT, INC., the within named bargainor, a corporation, and him as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by him self as such officer

WITNESS MY HAND and official seal at my office on this the 21st day of December, 2005.

Carol A. Mitchell
Notary Public
My Commission Expires: 6/18/2008

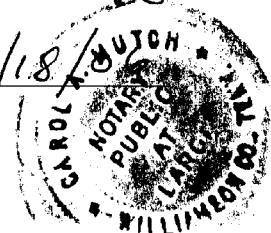


EXHIBIT A

PROPERTY DESCRIPTION

The parcel of property shown as Weston Park Subdivision, Section I, Phase IA on plat of record in Plat Book 29, page 218 of the Registers Office of Rutherford County, Tennessee.

EXHIBIT B

ASSOCIATION BY-LAWS

(See Attached)

EXHIBIT C

BUDGET

To be subsequently prepared by the Board of Directors of the Weston Park
Homeowner's Association, Inc.

BY-LAWS
OF
WESTON PARK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is WESTON PARK HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 321 Billingsly Court, Franklin, Tennessee, 37067, but meetings of members and directors may be held at such places within the State of Tennessee, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1: "Association" shall mean and refer to WESTON PARK HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property described in the Restrictive Covenants and Homeowners' Association Applying to the Subdivision named WESTON PARK, Section I, Phase IA, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Declarant" shall mean and refer to STONEBRIDGE DEVELOPMENT, INC., a Tennessee corporation, its heirs, successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 5: "Declaration" shall mean and refer to the Restrictive Covenants and Homeowners' Association Applying to the Subdivision Named WESTON PARK, Section I, Phase IA, applicable to the Properties recorded in the Register's Office of Rutherford County, Tennessee.

Section 6: "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 8: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, including, but not limited to any berm area.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held within 30 days prior to December 10th of each year on a date specified by the Board of Directors. The Board of Directors shall give each member written notice of the date and time of the Annual Meeting no later than ten days in advance of the meeting.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members entitled to cast twenty-five (25%) percent of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the

meeting, by hand-delivery to the member's residence or by mailing a copy of such notice, postage prepaid, at least five (5) days before said meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the general purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten (10%) percent of the total votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors. Directors need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors who shall serve for a term of three years. After the directors' three-year term has expired, members shall elect directors at each annual meeting thereafter for terms of one year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of

death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members. Notwithstanding the above, the first nominating committee shall not be formed or begin to undertake its duties until within ninety (90) days of the expiration of the initial three-year term of directors.

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

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;
- (b) exercise for the Association all powers, duties and authority vested in or

delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meetings of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of the annual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (3) establish the due dates of the annual assessments;
 - (4) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) may procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be chosen by the Board of Directors and shall be a president, a secretary, and such other officers as the Board may deem necessary.

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office

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

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

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

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

President

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

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of

the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

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

**ARTICLE IX
COMMITTEES**

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

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have no corporate seal.

**ARTICLE XIII
AMENDMENTS**

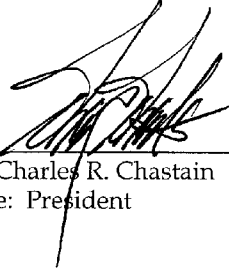
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

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

ARTICLE XIV
MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the WESTON PARK HOMEOWNERS' ASSOCIATION, INC. have hereunto set our hands this 20th day of December, 2005.

By: 
Charles R. Chastain
Title: President

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 456896 Instrument 1389840
Rec'd: 170.00 NBK: 82 Ps 965
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 12/27/2005 at 11:00 am
Total: 172.00 in Record Book
577 Pages 1085-1118

This instrument was prepared by:

COPE, HUDSON, SCARLETT, REED & MCCREARY, PLLC, Attorneys
16 Public Square North
Murfreesboro, Tennessee 37130
from information provided by party

**SUPPLEMENTAL DECLARATION OF COVENANTS APPLYING TO
SECTION ONE, PHASE 1B OF WESTON PARK**

The undersigned, Stonebridge Development, Inc., hereinafter referred to as "Developer" being the developer of the property known as Weston Park, Section One, Phase 1B, and J. O. Clark Construction, LLC, Deer Creek Construction, Inc. and Concord Homes, LLC, each being owners of certain lots described herein known as Weston Park, Section One, Phase 1B of record in Plat Book 30, Page 78 in the Register's Office of Sumner County, Tennessee, desires to subject the property known as Weston Park, Section One, Phase 1B, to the Declaration of Covenants, Conditions and Restrictions for Weston Park, previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 577, Page 1085, of the Register's Office for Rutherford County, Tennessee and subsequent amendments thereto, with the amendment set forth herein below.

NOW, THEREFORE, in consideration of the foregoing and the benefits applying to the property, the following restrictive covenants are adopted for Weston Park, Section One, Phase 1B:

1. Weston Park, Section One, Phase 1B, as shown on Plat of Record in Plat Book 30, Page 78 in the Register's Office of Rutherford County, Tennessee, shall be subject to the Declaration of Covenants, Conditions and Restrictions applying to Weston Park of record in Record Book 577, Page 1085, in the Registers Office of Rutherford County, Tennessee, and any and all amendments thereto.

2. Any and all lot owners of Weston Park, Section One, Phase 1B shall be subject to the restrictions, regulations, conditions, covenants and plans as provided in the Declaration of Covenants, Conditions and Restrictions for Weston Park, of record in Record Book 577, Page 1085 of the Register's Office of Rutherford County, Tennessee, as amended, and as amended hereinabove by this instrument.

3. Any and all lot owners of Weston Park, Section One, Phase 1B shall be members of Weston Park Homeowner's Association, Inc. and be subject to, and

entitled to the benefits of the Association as established in the Declaration of Covenants, Conditions and Restrictions for Weston Park stated herein above.

4. Stonebridge Development, Inc. reserves the right to unilaterally amend the restrictions to Weston Park, Section One, Phase 1B so long as Stonebridge Development, Inc. owns any lot within Weston Park, Section One, Phase 1B, or for a period of five years, whichever is longer.

5. J. O. Clark Construction, LLC, Deer Creek Construction, LLC and Concord Homes, LLC join in the execution of this instrument for the purpose of consenting thereto and for the purpose of subjecting the lots which they own to this Supplementary Declaration.

IN WITNESS WHEREOF, said Stonebridge Development, Inc. has caused this instrument to be executed this the 23rd day of February, 2007.

STONEBRIDGE DEVELOPMENT,
INC.

By: Joel Akub
Title: President

J. O. CLARK CONSTRUCTION,
LLC

By: [Signature]
Title: Gen. Mgr

DEER CREEK CONSTRUCTION,
LLC

By: [Signature]
Title: Pres.

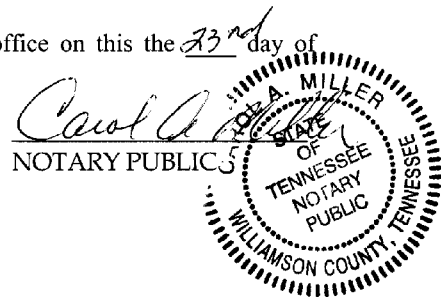
CONCORD HOMES, LLC

By: [Signature]
Title: Managing Partner

STATE OF TENNESSEE
COUNTY OF RUTHERFORD *Williamson*

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Joel A Smith, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the President of STONEBRIDGE DEVELOPMENT, INC. and _____ as such President, being authorized so to do, executed the foregoing instrument (SUPPLEMENTAL RESTRICTIVE COVENANTS APPLYING TO WESTON PARK, SECTION ONE, PHASE 1B) for the purposes therein contained by signing the name of STONEBRIDGE DEVELOPMENT, INC. by himself as such officer.

WITNESS MY HAND and official seal at my office on this the 23rd day of February, 2007.

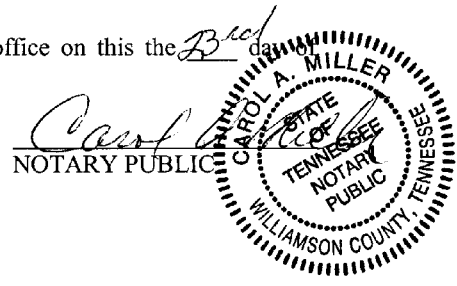


My commission expires: 6/12/10

STATE OF TENNESSEE
COUNTY OF RUTHERFORD *Williamson*

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Mark Clark, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Chief Mgr of J. O. CLARK CONSTRUCTION, LLC and _____ as such officer, being authorized so to do, executed the foregoing instrument (SUPPLEMENTAL RESTRICTIVE COVENANTS APPLYING TO WESTON PARK, SECTION ONE, PHASE 1B) for the purposes therein contained by signing the name of J. O. CLARK CONSTRUCTION, LLC by himself as such officer.

WITNESS MY HAND and official seal at my office on this the 23rd day of February, 2007.

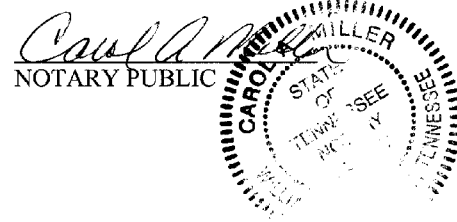


My Commission Expires: 6/12/10

STATE OF TENNESSEE
COUNTY OF RUTHERFORD *Williamson*

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Joe Melz, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the President of DEER CREEK CONSTRUCTION, INC. and _____ as such officer, being authorized so to do, executed the foregoing instrument (SUPPLEMENTAL RESTRICTIVE COVENANTS APPLYING TO WESTON PARK, SECTION ONE, PHASE 1B) for the purposes therein contained by signing the name of DEER CREEK CONSTRUCTION, INC. by himself as such officer.

WITNESS MY HAND and official seal at my office on this the 23rd day of February, 2007.



My Commission Expires: 6/12/10

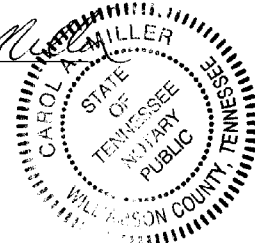
STATE OF TENNESSEE
COUNTY OF RUTHERFORD *Williamson*

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Bert Caruch, with whom I am personally acquainted, and who upon his oath acknowledged him self to be the Monaghan Barton of CONCORD HOMES, LLC and _____ as such officer, being authorized so to do, executed the foregoing instrument (SUPPLEMENTAL RESTRICTIVE COVENANTS APPLYING TO WESTON PARK, SECTION ONE, PHASE 1B) for the purposes therein contained by signing the name of CONCORD HOMES, LLC by himself as such officer.

WITNESS MY HAND and official seal at my office on this the 23rd day of February, 2007.

My Commission Expires: 6/12/10

Carol A. Miller
NOTARY PUBLIC



Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 507101
Rec'd: 20.00 Instrument #: 1479664
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 2/28/2007 at 2:35 PM
Total: 22.00 in
Record Book 718 Ps 1151-1154

This instrument was prepared by:

COPE, HUDSON, SCARLETT, REED & MCCREARY, PLLC, Attorneys
16 Public Square North
Murfreesboro, Tennessee 37130
from information provided by party

**SUPPLEMENTAL DECLARATION OF COVENANTS APPLYING TO
SECTION TWO OF WESTON PARK**

The undersigned, Stonebridge Development, Inc., hereinafter referred to as "Developer", being the developer of property described herein known as Weston Park, Section Two, of record in Plat Book 30, Page 78 in the Register's Office of Rutherford County, Tennessee, and Brookhaven Development, LLC as owner of Lots 116 through 130, desire to subject the property known as Weston Park, Section Two, to the Declaration of Covenants, Conditions and Restrictions for Weston Park, previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 577, Page 1085 of the Register's Office for Rutherford County, Tennessee and subsequent amendments thereto, with the amendment set forth herein below.

NOW, THEREFORE, in consideration of the foregoing and the benefits applying to the property, the following restrictive covenants are adopted for Weston Park, Section Two:

1. Weston Park, Section Two, as shown on Plat of Record in Plat Book 30, Page 215 in the Register's Office of Rutherford County, Tennessee, shall be subject to the Declaration of Covenants, Conditions and Restrictions applying to Weston Park of record in Record Book 577, Page 1085, in the Registers Office of Rutherford County, Tennessee, and any and all amendments thereto, except said Declaration is Amended as follows:

(i) Article IV is amended to add the following as Section 3. "3. Association's Responsibility in regard to Premium Service Lots.

The following lots shall be identified as "Premium Service Lots": Lot 110, Lot 111, Lot 112, Lot 113, Lot 114, Lot 115, Lot 116, Lot 117, Lot 118, Lot 119, Lot 120, Lot 121, Lot 122, Lot 123, Lot 124, Lot 125, Lot 126, Lot 127, Lot 128, Lot 129, Lot 130, Lot 131, Lot 132, Lot 133, Lot 134, Lot 135, Lot 136, Lot 137 and Lot 138. With regard to the Premium Service Lots, the Association shall be required to mow and maintain the front lawn of each unit. Said maintenance shall include weeding, mowing, edging, fertilizing, and at least once per year, mulching the landscaped beds. The front lawn area includes all lawn in front and to the side elevations of each home up to the fence. The builder of any home unit for said Premium Service Lots is responsible to install landscaping and an irrigation system within the front lawn area at builder's

expense which meets Architectural Review Committee requirements. Each unit owner of a Premium Service Lot shall be responsible for payment of the water bill, and any maintenance costs associated with keeping said irrigation system in good operating order and landscaping in compliance with Architectural Review Committee requirements. In the event any plants die, the owner of said lot shall be responsible to replace the same at lot owner's expense. Each Premium Service Lot unit owner shall be responsible to mow and maintain their rear yards."

(ii) Article IX, Section 1 is amended to add the following as subsection (c):

"(c) In addition to all other assessments provided for in this Declaration, the Premium Service Lots shall be subject to a premium assessment for the increased services provided to those lots in an amount set by the Board each year. The amount of said premium assessment must be sufficient to fully cover the cost of mowing and maintenance of the front lawns and landscaped areas of each Premium Service Lot."

2. Any and all lot owners of Weston Park, Section Two, shall be subject to the restrictions, regulations, conditions, covenants and plans as provided in the restrictive covenants for Weston Park, Section Two, of record in Record Book 577, Page 1085 of the Register's Office of Rutherford County, Tennessee, as amended, and as amended hereinabove by this instrument.

3. Any and all lot owners of Weston Park, Section Two, shall be members of Weston Park Homeowner's Association, Inc. and be subject to, and entitled to the benefits of the Association as established in the Restrictive Covenants for Weston Park, Section Two, as stated herein above.

4. Stonebridge Development, Inc. reserves the right to unilaterally amend the restrictions to Weston Park, Section Two, so long as Stonebridge Development, Inc. owns any lot within Weston Park, Section Two, or for a period of five years, whichever is longer.

5. Brookhaven Development, LLC joins in the execution of this instrument for the purpose of consenting thereto and for the purpose of subjecting its lots to this Supplementary Declaration.

IN WITNESS WHEREOF, said Stonebridge Development, Inc. has caused this instrument to be executed this the 23rd day of February, 2007.

STONEBRIDGE DEVELOPMENT,
INC.

By: Joey Smith President
Joey Smith, President

BROOKHAVEN DEVELOPMENT,
LLC

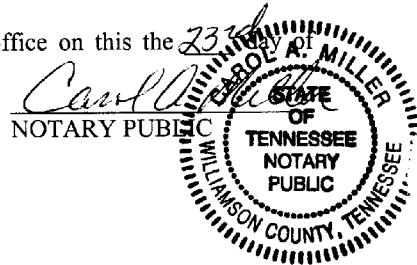
By: Joey Smith Chief Manager
Joey Smith, Chief Manager

STATE OF TENNESSEE
COUNTY OF RUTHERFORD Williamson

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared JOEY SMITH with whom I am personally acquainted, and who upon his oath acknowledged himself to be the President of STONEBRIDGE DEVELOPMENT, INC. and JOEY SMITH as such President being authorized so to do, executed the foregoing instrument (SUPPLEMENTAL RESTRICTIVE COVENANTS APPLYING TO SECTION TWO OF WESTON PARK) for the purposes therein contained by signing the name of STONEBRIDGE DEVELOPMENT, INC. by himself as such President.

WITNESS MY HAND and official seal at my office on this the 23rd
February, 2007.

My Commission Expires: 6/12/10

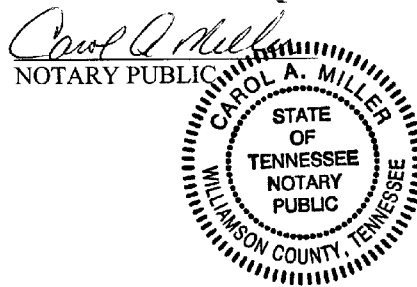


STATE OF TENNESSEE
COUNTY OF RUTHERFORD Williamson

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared JOEY SMITH with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Chief Manager of BROOKHAVEN DEVELOPMENT, LLC and JOEY SMITH as such Chief Manager being authorized so to do, executed the foregoing instrument (SUPPLEMENTAL RESTRICTIVE COVENANTS APPLYING TO SECTION TWO OF WESTON PARK) for the purposes therein contained by signing the name of BROOKHAVEN DEVELOPMENT, LLC by himself as such Chief Manager.

WITNESS MY HAND and official seal at my office on this the 23rd
February, 2007.

My Commission Expires: 6/12/10



Jennifer H Gerhart, Register
Rutherford County Tennessee
Rec #: 506561
Rec'd: 15.00 Instrument #: 1478768
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 2/23/2007 at 3:32 PM
Total: 17.00 in
Record Book 716 Pgs 2977-2979

This instrument was prepared by:

COPE, HUDSON, SCARLETT, REED & MCCREARY, PLLC, Attorneys
16 Public Square North
Murfreesboro, Tennessee 37130
from information provided by party

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS APPLYING TO SECTION III-A
OF WESTON PARK**

The undersigned, Stonebridge Development, Inc., hereinafter referred to as "Developer", being the developer of property described herein known as Weston Park, Section III-A, of record in Plat Book 34, Page 130 in the Register's Office of Rutherford County, Tennessee, desire to subject the property known as Weston Park, Section III-A, to the Declaration of Covenants, Conditions and Restrictions for Weston Park, previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 577, Page 1085 of the Register's Office for Rutherford County, Tennessee and subsequent amendments thereto, with the amendment set forth herein below.

NOW, THEREFORE, in consideration of the foregoing and the benefits applying to the property, the following restrictive covenants are adopted for Weston Park, Section III-A:

1. Weston Park, Section III-A, as shown on Plat of Record in Plat Book 34, Page 130 in the Register's Office of Rutherford County, Tennessee, shall be subject to the Declaration of Covenants, Conditions and Restrictions applying to Weston Park of record in Record Book 577, Page 1085, in the Registers Office of Rutherford County, Tennessee, and any and all amendments thereto.

2. Any and all lot owners of Weston Park, Section III-A, shall be subject to the Declaration of Covenants, Conditions and Restrictions and plans as provided in the Declaration of Covenants, Conditions and Restrictions for Weston Park, Section III-A, of record in Record Book 577, Page 1085 of the Register's Office of Rutherford County, Tennessee, as amended, and as amended hereinabove by this instrument.

3. Any and all lot owners of Weston Park, Section III-A, shall be members of Weston Park Homeowner's Association, Inc. and be subject to, and entitled to the benefits of the Association as established in the Declaration of Covenants, Conditions and Restrictions for Weston Park, Section III-A, as stated hereinabove.

4. Stonebridge Development, Inc. reserves the right to unilaterally amend the restrictions to Weston Park, Section III-A, so long as Stonebridge Development, Inc. owns any lot within Weston Park, Section III-A, or for a period of five years, whichever is longer.

IN WITNESS WHEREOF, said Stonebridge Development, Inc. has caused this instrument to be executed this the 2nd day of March, 2009.

STONEBRIDGE DEVELOPMENT,
INC.

By: Joel A. Smith
Title: President

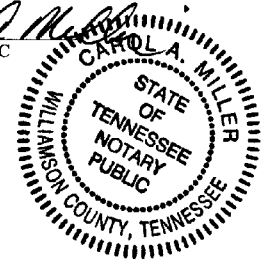
STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Joel A. Smith with whom I am personally acquainted, and who upon his oath acknowledged himself to be the President of STONEBRIDGE DEVELOPMENT, INC. and _____ as such officer being authorized so to do, executed the foregoing instrument (SUPPLEMENTAL DECLARATION OF COVENANTS APPLYING TO SECTION III-A OF WESTON PARK) for the purposes therein contained by signing the name of STONEBRIDGE DEVELOPMENT, INC. by himself as such officer.

WITNESS MY HAND and official seal at my office on this the 2nd day of March, 2009.

My Commission Expires: 6/12/10

Carol A. Miller
NOTARY PUBLIC



Jennifer H Gerhart, Register
Rutherford County Tennessee
Rec #: 584185
Rec'd: 10.00 Instrument #: 1609336
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 3/6/2009 at 2:41 PM
Total: 12.00 in
Record Book 902 Pgs 3126-3127

This instrument prepared by:
White & Polk, P.C.
Attorneys at Law
107 W. College Street
Murfreesboro, Tennessee 37130

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS APPLYING TO SECTION IV OF WESTON PARK**

The undersigned, PNB Holding Co. 2, Inc., a Tennessee Corporation, having been designated as Declarant for Weston Park Subdivision by instrument recorded in Record Book 1107, page 3300, of the Register's Office of Rutherford County, Tennessee, (hereinafter "Declarant"), for the real property described herein and known as Weston Park, Section IV, of record in Plat Book 35, Page 132 in the Register's Office of Rutherford County, Tennessee, desires to subject the property known as Weston Park, Section IV, to the Declaration of Covenants, Conditions, and Restrictions for Weston Park, previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 577, Page 1085 of the Register's Office for Rutherford County, Tennessee and subsequent amendments thereto, with the amendment set forth herein below.

NOW, THEREFORE, in consideration of the foregoing and the benefits applying to the property, the following restrictive covenants are adopted for Weston Park, Section IV:

1. Weston Park, Section IV, as shown on Plat of Record in Plat Book 35, Page 132 in the Register's Office of Rutherford County, Tennessee, shall be subject to the Declaration of Covenants, Conditions and Restrictions applying to Weston Park of record in Record Book 577, Page 1085, in the Register's Office of Rutherford County, Tennessee, and any and all amendments thereto.

2. Any and all lot owners of Weston Park, Section IV, shall be subject to the Declaration of Covenants, Conditions and Restrictions and plans as provided in the Declaration of Covenants, Conditions and Restrictions for Weston Park, Section IV, of record in Record Book 577, Page 1085 of the Register's Office of Rutherford County, Tennessee, as amended, and as amended hereinabove by this instrument.

3. Any and all lot owners of Weston Park, Section IV, shall be members of Weston Park Homeowner's Association, Inc. and be subject to, and entitled to the benefits of the Association as established in the Declarations of Covenants, Conditions and Restrictions for Weston Park, Section IV, as stated hereinabove.

4. PNB Holding Co. 2, Inc. reserves the right to unilaterally amend the restrictions to Weston Park, Section IV, so long as PNB Holding Co. 2, Inc. owns any lot within Weston Park, Section IV, or for a period of five years, whichever is longer.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment effective as of the 19th day of October, 2012.

PNB Holding Co. 2, Inc. (Declarant)

By: Allen Dixon
Allen Dixon, Authorized Officer

This Instrument Prepared By:
White & Polk, P.C.
Attorneys at Law
107 West College Street
Murfreesboro, Tennessee 37130

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WESTON PARK**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Weston Park (hereinafter "Amendment") is made effective this 17th day of October, 2012, by PNB Holding Co. 2, Inc., a Tennessee corporation (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Weston Park (hereinafter the "Declaration") have been recorded in Record Book 577, page 1085, of the Register's Office of Rutherford County, Tennessee; and

WHEREAS, by Supplemental Declarations of record in Record Book 716, page 2977 (Section Two), Record Book 718, page 1151 (Section One, Phase 1B), Record Book 902, page 3126 (Section III-1), Record Book 1168, page 3001 (Section IV), and Amendment to Declaration in Record Book 974, page 2532, all of record in said Register's Office, additional properties were made subject to said Declaration; and

WHEREAS, PNB Holding Co. 2, Inc. has been designated as "Declarant" under said Declaration by instrument recorded in Record Book 1107, page 3300, of said Register's Office; and

WHEREAS, pursuant to Article XII, Section 2 of the Declaration, Declarant hereby amends the Declaration and Supplemental Declarations as follows:

1. Declaration of Covenants, Conditions and Restrictions (Record Book 577, page 1085), Article IX, Section 3 – "Computation of Annual Assessment"

a. The following sentence is deleted:

"The Board shall set Assessments based on the Operating Budget and the Capital Budget, provided that the Board may not increase Assessments more than 10% per annum except as set forth in Article IX, Section 2."

b. In lieu and substitution thereof this sentence is added:

"The Board shall set Assessments based on the Operating Budget and the Capital Budget."

2. Supplementary Declarations Applying to Section Two (Record Book 716, page 2977)

a. Paragraphs 1, 1(i) and 1(ii) are deleted.

b. In lieu and substitution thereof this sentence is added:

"Weston Park, Section Two, as shown on plat of record in Plat Book 30, page 215, in the Register's Office of Rutherford County, Tennessee, shall be subject to the Declaration of Covenants, Conditions and Restrictions applying to Weston Park of record in Record Book 577, page 1085, in the Register's Office of Rutherford County, Tennessee, and any and all amendments thereto."

This Instrument Prepared By:
White & Polk, P.C.
Attorneys at Law
107 West College Street
Murfreesboro, Tennessee 37130

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WESTON PARK**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Weston Park (hereinafter "Amendment") is made effective this 22 day of January, 2010, by Terry Rasmussen (hereinafter referred to as "Declarant"):

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Weston Park (hereinafter the "Declaration") have been recorded in Record Book 577, page 1085, of the Register's Office of Rutherford County, Tennessee; and

WHEREAS, by Supplemental Declarations of record in Record Book 716, page 2977, Record Book 718, page 151, and Record Book 902, page 3126, additional properties were made subject to said Declaration; and

WHEREAS, Terry Rasmussen has been designated as "Declarant" under said Declaration by instrument record in Record Book 974, page 2532 of said Register's Office; and

WHEREAS, pursuant to Article XII, Section II of the Declaration, Declarant hereby amends the Declaration and Supplemental Declarations as follows:

1. Article IX, Section 8 – "Transfer Assessments"

a. The following sentence is deleted in its entirety:

"Furthermore, lots which Builder's have purchased for the construction of homes to be sold to third parties shall be exempt from one-half of all Assessments until they are sold to retail purchases."

b. In lieu and substitution thereof this sentence is added:

"Furthermore, lots which Builder's have purchased for the construction of homes to be sold to third parties shall be exempt from all Assessments until they are sold to retail purchases."

2. Article XI, Section 1 - "Use Restrictions" is amended by the addition of subparagraph "(y)"

"(y) Minimum Square Footage Requirements for Residential Units. The minimum square footage of heated, interior area for homes constructed on the Residential Units or Lots in West Park Subdivision shall be as follows:

(i) Section I, Phase 1A (Plat Book 29, page 218, and Plat Book 30, page 9) – 1,800 square feet;

(ii) Section I, Phase 1B (Plat Book 30, page 78) – 1,600 square feet for Lots 26 – 34, inclusive, and Lots 86 – 109, inclusive;

(iii) Section II (Plat Book 30, page 215) – 1,400 square feet; and

(iv) Section IIIA (Plat Book 34, page 130) – 1,400 square feet.

