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This Instrument Prepared by:
Thomas N. Jones, Attorney
THOMAS N. JONES & ASSOCIATES
339 Main St., Suite 100
Franklin, TN 37064

RESTRICTIONS	
09/19/2006	09:30 AM
BATCH	82175
MTG TAX	0.00
TRN TAX	0.00
REC FEE	130.00
DP FEE	2.00
REG FEE	0.00
TOTAL	132.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLE ACRES

This declaration of covenants, conditions and restrictions is made and entered into as of the 18th day of September, 2006, by **Sullivan DeWire Construction, LLC**, hereinafter referred to as the "Declarant" or the "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain real property known as Stable Acres, located in Williamson County, Tennessee, and more particularly described on Exhibit "A" attached hereto.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to herein as the "Covenants, Conditions and Restrictions" or as the "Restrictions"), hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof, except as otherwise set out specifically herein.

ARTICLE I

PROPERTIES SUBJECT TO THIS DECLARATION

1.01 Description of Property. The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference. The Declarant

hereby subjects such property to this Declaration and to the jurisdiction of the Association.

1.02 Additional Properties. The Declarant reserves the right in its sole discretion to subject other real property, whether owned by the Declarant or others, adjacent to or in close proximity to that described in Section 1.01, to these Restrictions in accordance with the provisions of Article VIII hereof, in order to extend the scheme of this Declaration to other property to be developed and thereby to bring such additional properties within the jurisdiction of the Association.

ARTICLE II DEFINITIONS

2.01 "Association" shall mean and refer to the Stable Acres Homeowners Association, and its successors or assigns.

2.02. "Common Area(s)" shall mean and include those areas specifically designated as such on the Plat, and those areas designated or reflected as entry ways, signs or monuments, lakes or ponds, private access easements serving more than one lot, roads and bridges, public or private, which are not maintained by the County or City for any reason, street lights, walkways, and other areas not designated on the Plat as Lots, public rights-of-way or easements. "Common Area" shall also include any part of the Property which is conveyed or quitclaimed to the Association, or for which the Association has a permanent easement for use and/or maintenance.

2.03. "Declarant" shall mean and refer to Sullivan DeWire Construction LLC, its successors and/or assigns.

2.04. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties as such, and intended for any type of independent ownership for use and occupancy as a residence by a single family, whether or not a residence is constructed thereon. It shall include all improvements on any such Lot, but shall not include the Common Area and public roads and rights of way.

2.05. "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 an interest merely as security for

the performance of any obligation, unless and until such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.06. "Plat" shall mean and refer to the initial and any future recorded plat for Stable Acres, or any portion thereof. The first of such plats has been recorded in Plat Book 41, page 9, Register's Office of Williamson County, TN. The term "Plat" shall refer to such plat as it may be amended at any time, and to any subsequent plat filed for any other property which is brought into the Association by annexation in the future.

2.07. "Property" or "Properties" shall mean and refer to that certain real property described in Article I of these Declarations, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III PROPERTY RIGHTS

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

(a) The right of the Association to suspend the voting rights and right of use of the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations (each day during which such infraction persists to be considered a separate violation);

(b) The right of the Association to limit the number of guests of Members who may use the Common Areas or recreational facilities at any given time;

(c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the homeowners hereunder. No such encumbrance of the Common Area shall be effective unless approved by the affirmative vote of at least two-thirds (2/3) of each class of Members. If ingress or egress to any residence is through the Common Area, any encumbrance of such area is subject to such Lot Owner's easement for ingress and egress.

(d) The right of the Association to adopt, publish and enforce rules and regulations as provided in Article X hereof.

3.02. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

3.03. Title to Common Area. The Declarant hereby covenants, for itself and its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except public roads (including any street lights adjacent thereto), utility and storm drainage easements, and other similar matters shown on the plat, and ponds, detention ponds, lakes, median strips and landscaped areas abutting any access road, with respect to which the Declarant will have the option to grant a permanent easement to the Association. The Association will maintain any such amenities or properties with respect to which a permanent easement is granted.

3.04. TV Antennas; Cablevision; Satellite Dishes and Antenna Systems. No television antennas, satellite dishes larger than eighteen inches (18") in diameter or other satellite antenna system, dish or earth station may be erected on individual Lots without the consent and affirmative vote of the Association.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

4.01. Membership. Every Owner of a Lot shall be a Member of the Association ("Member"). Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.02. Classes of Members. The Association shall have two classes of voting membership:

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

any Lot. For purposes of this Declaration, the "successors and assigns" of the Declarant shall refer to any person(s) or entity(ies) who may acquire all of Declarant interest as a purchaser of the development in its entirety .

Class B. The Class B Member shall be the Declarant, its successors and assigns, and shall be entitled to absolute right to amend or change this instrument and the By-Laws and have majority vote in all other matters. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When all Lots have been improved and sold to purchasers who intend to reside thereon, including any additional property added to the said development...

(b) On December 31, 2015.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

5.01. Creation of the Lien and Personal Obligation for Assessments. Each Class A Member, who purchase lots shall by acceptance of a deed to the Lot or Lots owned by such Class A Member, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements or other unusual and/or non-recurring expenses, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such person's successors in title unless expressly assumed by them, but shall, nevertheless, continue to be a charge against the Lot until paid. Notwithstanding the foregoing, however, or anything else contained in this Declaration, all Lots owned by the Declarant, its successors and assigns, are expressly exempt from assessment.

5.02. Purpose of Assessments. The assessments levied by the Association shall be used for the improvement and maintenance of the Common Areas, including, without limitation, the maintenance, repair and reconstruction of any entry monument, subdivision access road, medians and landscaped areas abutting any access road, off market lots, private streets and bridges, lakes and ponds, driveways, walks, , such maintenance to include the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance of the Common Area, including but not limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limitation paving and any other major expense for which the Association is responsible, and such other needs as may arise.

5.03. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expenses, but may be established by special assessment if necessary.

5.04. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment shall be set by the Declarant.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the annual assessment shall continue to be set by the Declarant until 75% of the lots are sold, then thereafter by a majority vote of the Board of Directors. Assessment fees shall not be charged to Declarant, its successors and/or assigns, or Builders unless the Declarant, its successors and/or assigns elects to do so.

(c) The Board of Directors may fix the annual assessment at an amount that is reasonable for the purpose of carrying out the intent of this document.

5.05. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, and/or in connection with exterior maintenance, including fixtures and personal property related thereto, or for any unusual or non-recurring expense, and for exterior maintenance of a Lot as provided for in Article VI hereof, provided that any such assessment shall have the affirmative assent of a majority of the entire Board of Directors.

5.06. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on a monthly or quarterly basis; provided, however, that all such Lots owned by Declarant, its successors and assigns, are expressly exempt from assessment. Lots owned by Class A Members shall be subject to the annual assessment determined by the Declarant, or, after its election or appointment, by the Board of Directors.

5.07. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the first Lot to a Class A Owner. Such annual assessments shall be paid ratably on a monthly or quarterly basis. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

5.08. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law on the date the assessment became due. The Association may bring an action at law against the Owner personally obligated to pay the same and/or may foreclose the lien against the property and in

either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of abandonment of his Lot.

For the purpose of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of assessments, and for the consideration of One Dollar (\$1.00) in hand paid, the receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto Barry Sullivan, Trustee, his successors and assigns, their respective Lots, with improvements thereon, and appurtenances thereto, and all estate, title and interest thereto belonging upon the uses and trusts set forth in this paragraph.

If the Trustor shall pay the Assessments when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Lot and improvements. If the Assessments with respect to any Lot and improvements thereon 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 publications in any newspaper, daily or weekly, published in Williamson County, Tennessee, to sell said Lot and improvements thereon at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the statutory right of redemption, right of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may, at any time after default in the payment of any Assessment, enter and take possession of said property 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 Lot and improvements thereon, 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 property. 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 attorney's 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 Lot and improvements thereon;

(c) Third, to the payment of all unpaid Assessments with respect to such Lot and improvements thereon;

(d) Fourth, the residue, if any, will be paid to the Owner of such Lot or his or her representatives or assigns.

In the case of death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trust 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 Williamson County, TN, and the title herein conveyed to the above named Trustee shall be vested in said successors.

5.09. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.10. Working Capital Fund. At the time of closing of the sale of each Lot to a Class A Member, a sum equal to at least two monthly assessments for each Lot shall be collected and transferred to the Association to be held as a working capital fund. The purpose of said fund is to insure that the Association Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

ARTICLE VI
EXTERIOR MAINTENANCE

In the event an Owner of any Lot within the Properties, or the Association with respect to the Common Areas, shall fail to maintain the premises and the improvements situated thereon or cause his or her builder to do so during the construction period, in accordance with this Declaration or in a manner satisfactory to the Board of Directors or the Declarant, who is specifically given the right to enforce the provisions of this Declaration relating to maintenance, including, without limitation, insuring that the grass on the Lot or Common Area is properly cut and that the Lot is free from weeds and trash and is otherwise neat and attractive in appearance, the Association, after approval by a majority vote of the entire Board of Directors, or the Declarant with respect to the Common Area, shall have the right, through its agents and employees or through others, to enter, without liability to such Lot Owner or the Association for such entry and without being deemed guilty in any manner of trespass, upon said parcel and to remedy, abate or enjoin any violation of this Declaration and to repair, maintain and restore the Lot or the Common Area and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall become a lien against said Lot, enforceable as set out in Article V hereof, or with respect to the Common Area, shall be reimbursed to the Declarant by the Association. In addition, the Declarant or the Association, in the event of an emergency or in connection with the maintenance or repairs of any equipment, facilities or fixtures affecting or serving other Lots or to make any alteration required by any governmental authority, shall be entitled to reasonable access to said Lots.

ARTICLE VII
ARCHITECTURAL CONTROL

7.01. No building, fence, signs, wall, landscaping, driveway, ponds, water features or other structure or improvement shall be commenced, erected or maintained upon the Properties or upon any Lot, nor shall any exterior addition to or change or alteration therein or thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, including, without

limitation, the color of any paint or stain to be applied to exterior surfaces, whether original application or later reapplication, shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures and topography by the Declarant, its successors or assigns so long as there continues to be a Class B Membership in the Association, and afterward by the Board of Directors of the Association or an Architectural Review Committee. The Declarant or the Board of Directors, as applicable, shall serve as the Architectural Review Committee. After there is no longer a Class B Membership in the Association, if the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied.

7.02. No home shall be built on any Lot without the prior approval of the Declarant. Any builder who constructs a home must submit such home plan to the Declarant as the initial Architectural Review Committee. Such plans and specs shall include provisions for exterior paint color, landscaping and type of roof. The Architectural Review Committee may charge a fee, in addition to any expenses incurred by it for review by professional architects or otherwise, on the plans for any improvement.

ARTICLE VIII

ANNEXATION OF ADDITIONAL PROPERTIES

8.01. Annexation of additional property, except as provided in Section 8.02 hereof, shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members as provided in the Bylaws of the Association. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the

preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

8.02. If within fifteen (15) years of the date of incorporation of the Association, the Declarant should develop additional land, as provided for in Article I, such land may be annexed by the Declarant in the manner provided in Article I and Section 8.03 hereof without the consent of the Association or its Members, or any other person or entity. It shall not be necessary for such land to be contiguous to land already developed, or to be developed.

8.03. Annexation of additional Properties shall be accomplished by recording, in the Office of the Williamson County Register of Deeds, a Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex pursuant to Section 8.02 above (and by the Association if pursuant to Section 8.01 above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation except that of the appropriate governmental authorities, if required by applicable ordinances. Subsequent to recordation of the Declaration of Annexation the Declarant shall deliver to the Association one or more deeds conveying to the Association any common areas within the annexed property.

ARTICLE IX INSURANCE

9.01. General Provisions. Insurance coverage on the Common Areas shall be governed by the following provisions:

(a) *Ownership of Policies.* All insurance policies upon the Common Areas shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagees as their interests may appear. Owners may, at their option, obtain

insurance coverage at their own expense upon their Lots and improvements and for their personal liability and such other coverage as they may desire.

(b) **Coverage.** All buildings and improvements upon the land and all personal property included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land;

(iii) Such policies shall contain clauses providing for waiver of subrogation.

(c) **Liability.** Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

(d) **Premiums.** Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as an assessment according to the provisions of Article V above;

(e) **Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws.

9.02. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust shall at the option of the Board of Directors, first be bonded by a fidelity insurer to

indemnify the Association for any loss or default in the performance of their duties in an amount equal to three (3) months assessments plus reserves accumulated.

ARTICLE X USE AND ARCHITECTURAL RESTRICTIONS

In order to provide an orderly plan of construction and protect the common interests of the Lot Owners, the following listed restrictive covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the Declarant and all subsequent Owners thereof, in any capacity whatsoever.

10.01. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

10.02. Use of Properties. No portion of the Properties (except for temporary offices of the Declarant and/or model homes approved in advance by the Declarant and the Architectural Review Committee pursuant to the provisions of paragraph 7.02 hereof) shall be used except for private single family residential purposes and for purposes incidental or accessory thereto, any such residence not to exceed two (2) stories in height plus a basement and a garage. All residences shall have an attached, enclosed garage large enough to shelter at least three (3) cars, provided that, the garage may be detached if connected to the main residence by a breezeway which has been approved by the Architectural Review Committee. The garage must open from the side or rear of the residence, and may not face any street, unless approved by the Architectural Review Committee. No carports shall be permitted. No overnight parking of vehicles shall be permitted on the streets within the Property.

10.03. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties; nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

10.04. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling or in the Common Area except that dogs, cats or other common household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. Any structure or improvement intended to contain such animals must be approved in advance by the Architectural Review Committee. No animals shall be allowed to run loose outside of an owner lot at any time. Animals belonging to owners, occupants or their licensees, tenants, or invitees must be kept within an enclosure, on a leash being held by a person capable of controlling the animal.

10.05. Minimum Floor Area. Except as set out below in this paragraph, any single story residence constructed on said Lots must have a ground floor area of not less than 2,850 square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages. Any residence other than single story residence must have total square footage of not less than 3,200 square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, and garages, of which at least 2,000 square feet must be ground floor living area.

10.06. Exterior of Residences. All buildings constructed or maintained on any Lot shall have an exterior finish of either brick, stone or hard coat stucco or a combination thereof, or any Hardie building products or natural wood siding products, and shall be finished to final grade so that there will be no exposed block foundation or concrete walls on any side or portion of any building. The Architectural Review Committee may, in its absolute and uncontrolled discretion, waive such requirement. Any such approval in any one instance shall not be construed to require such approval in any other instance. Notwithstanding the foregoing, however, there shall be no exposed block foundation on any side or portion of any building. Any foundation and/or exposed water table structures shall be composed of stone or brick. No exterior window shall have grids/grills between the window panes or must use simulated divided light (SDL) bar or shall have no dividers.

10.07. Structures. Only one residential structure shall be constructed on any one Lot, and no such residential structure shall be designed, constructed or used for more than one family, all duplexes or multi-unit buildings being expressly prohibited. No

house may be moved onto any Lot. All pool houses and ancillary structures must be approved in advance by the Architectural Review Committee.

10.08. Resubdivision. No Lot may be resubdivided without the approval of Developer, or if the Developer no longer owns Lots then by approval of two-thirds (2/3) of the Lot Owners.

10.09. Swimming Pools. No above ground swimming pool shall be erected or placed on any Lot. In the event that a swimming pool is installed on any Lot, a fence of the height and materials required by Williamson County or the State of Tennessee, or at least four (4) feet high if no such requirement exists, shall be installed around such pool for safety. The materials, design, and location of any fence must be approved in advance by the Architectural Review Committee and must comply with all requirements of Williamson County and the State of Tennessee. All swimming pools must be screened from the view of the living areas of the residences on adjacent Lots and from the view of all roads by landscape materials approved by the Architectural Review Committee.

10.10. Antennas. The installation of large antennas, such as Ham Radios with anchor cables or satellite dishes, and any other antenna system, satellite dish exceeding eighteen (18") inches in diameter, or earth station shall be prohibited on any Lot unless expressly permitted by the Association or authorized under Section 3.04 hereof.

10.11. Trees. No trees on the Common Area may be cut or trimmed without the written consent of the Architectural Review Committee. No trees on any lot larger than eight (8") inches in diameter may be cut or removed without the advance written consent of the Architectural Review Committee having first been obtained.

10.12. Ancillary Structures. No trailer, subterranean structure, tent, garage, barn or other building shall be erected or used as either a temporary or permanent residence.

10.13. Setback Lines. No structure shall be constructed or maintained on any Lot nearer the front of the Lot than the setback line, as shown on the recorded plat. No structure shall be located nearer to any side Lot than the setback line as shown on the recorded plat. No air conditioner pads or utility meters shall be permitted on the front

side of any building or on any other side of any building which fronts on a street. Air conditioner pads may extend over the setback line of any side of a building which does not front on a street; provided however, that they do not encroach on any utility or drainage easements as shown on the Plat and that they meet all screening requirements imposed by the Architectural Review Committee and any governmental agency or entity. Notwithstanding the above, in no event shall any structure on any lot violate any applicable building codes or regulations.

10.14. Driveways; Culverts and Sidewalks. Each Lot must be accessible to a street by a driveway or private right-of-way suitable for such purposes before the residential structure located on any such Lot may be occupied or used. No Owner may block any drainage ditch (including road ditches). All driveways leading from a public road to a residence shall be concrete, unless otherwise approved by the Architectural Review Committee. Sidewalk shall be constructed on all Lot as approved by the declarant and the City of Fairview. The cost of the sidewalk shall be the responsibility of the builder. All driveways must be approved as to location, design, and materials by the Architectural Review Committee.

10.15. Highway Department. All Owners of Lots in the subdivision shall consult with the appropriate Planning, Traffic or Highway Commission or Department, as applicable, before the installation of any driveway, culvert or other structure within the dedicated roadway. Any such placement or construction shall be done in accordance with the rules and regulations of said Department or Commission.

10.16 Fences, Walls, Hedges; Utility Meters; Clothes Lines and Yard Objects. The composition, location, and height of fences, hedges, walls and poles of any kind, and the placement of all utility meters must be approved in advance by the Architectural Review Committee. No outside clothes lines shall be erected or placed on any Lot. No ornamental yard objects, statuary sculpture or other similar item shall be placed on any Lot unless its design and placement are approved in writing by Declarant or the Association. Chain link, barbed wire, or mesh fences are expressly prohibited.

10.17 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations three (3) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the

street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. The foliage line of trees and shrubs located within such distances of intersections shall be maintained by the Owner of the Lot upon which the tree is located to meet the sight line requirements set forth above.

10.18. Water and Sewer. No residence shall be maintained on any Lot unless the same be connected with and served with water from the appropriate water supply mains and connected with the appropriate sewer mains. The appropriate sewer main, to which all Lots and residences shall be attached, will be provided by a public utility company regulated by the Tennessee Regulatory Authority.

10.19. Garages; Detached Structures. All Lots shall have at least a three (3) car enclosed garage. All garages shall open from the side or rear of the residence located on such lot. No garages shall be constructed so as to face any street, except for corner lots which may be allowed to face the opposite street from the front of the residence. There shall not be permitted to be constructed or maintained on any Lot any detached garage, except as may be approved pursuant to paragraph 10.02 hereof, or servants house or room, unless and until the Owner of said Lot shall have obtained in writing the approval of Declarant or the Association or its duly constituted committee, as herein provided. Any rear yard storage building or barn shall be located at least twenty-five (25) feet behind the rear elevation of the main residence on the Lot, including the deck, patio, and/or garage, and shall be of the same style, color, and decor as the main residence erected on the Lot, and shall be finished after the main residence on the Lot, or simultaneously therewith. All garages and structures must be approved in advance by the Architectural Review Committee.

10.20. Maintenance. The Declarant or its assigns, including the Association, reserves the right to enter upon any Lot for the purpose of cutting grass and cleaning up such Lot, if the same be reasonably required, charging the expense thereof to the Owner of such Lot, which shall become a lien thereon. No Lot shall be used or

maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers.

10.21. Signs. No signs of any character shall be allowed on any Lot except one sign indicating the number of such Lot and one sign of not more than five (5) square feet advertising the Lot or residence thereon for sale; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the property shall have the right, during the construction and sales period, to maintain a sign indicating the name of the prime contractor (but not lenders or subcontractors) and/or a sign indicating houses which are part of a tour or a specialty house. All signage, and the location thereof, must be approved in advance by the Architectural Review Committee.

10.22. Trucks, Buses and Trailers. No truck, bus, camper trailer, camper vehicle, boat, motorcycle or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck (other than pick-up trucks), bus, boat, motorcycle, camper trailer, camper vehicle, trailer or inoperative vehicle shall be parked on the driveway or any portion of a Lot closer to the street than the rear corners of the principal residence thereon. No inoperative vehicle shall be visible from the street or living area of the residence on any adjacent Lot.

10.23. Prohibited Activities. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot. There shall be no use of firearms, or air, or gas or spring-propelled guns, slingshots, bows and arrows, unless permitted by the Association in limited areas.

10.24. Mail Boxes; House Numbers. All mailboxes shall be alike and shall be constructed according to a design plan designated by the Declarant. All houses shall be numbered on mailboxes only with numbering of a style and design designated by Declarant.

10.25 Drainage. Drainage of each Lot shall conform to the general drainage plans of Declarant for the subdivision. The Declarant and its successors and assigns, shall not be liable for any loss of use, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways or buildings of any type or the

contents thereof on any Lot whatsoever caused by any water levels, rising waters or drainage waters. Water may not be dammed or concentrated in a manner that causes damage to any adjacent Lot or Common Area.

10.26. Approval of Plans. No residence or other structure or improvement shall be constructed, or maintained, on any Lot unless and until the Owner shall have obtained, in writing, approval of the plans and specifications therefore, such plans and specifications to be submitted to Declarant or the Association (or a duly constituted committee thereof) as hereinbefore provided. In particular, such plans and specifications shall comply with any applicable rules and regulations.

10.27. Duty to Repair and Rebuild. Lot Owners shall, at their sole cost and expense, repair their residence, keeping it in a condition comparable to that at the time of its initial construction. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty.

10.28. Wells, Ponds, Swales. No private wells or ponds may be drilled or maintained on any Lot without the prior written consent of the Declarant or Board. Each Lot Owner shall refrain from altering or interfering with the functioning of all swale areas abutting his Lot. Lots bordering on ponds or lakes shall be required to provide shoreline gradings, using swale and earthen berm design, to detain a minimum of one (1) inch of surface water run-off from all impervious paved surfaces. Such design shall appear on the landscaping plan for the Lot, and shall be evidenced by grade elevations and profile drawings showing typical cross-sections. A combination of the above alternatives shall be responsible for providing to the Declarant a sedimentation control plans and devices to insure that the development of all Improvements shall not cause filling or damage to the ponds. No docks, piers or suspended walkways of any kind shall be constructed in or out over any of the ponds within the Development.

**ARTICLE XI
EASEMENTS**

All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, riding trails, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Declarant or the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenience, use, and enjoyment of the Properties. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress, and regress across all Common Areas, now or hereafter owned by the Association, for the purpose of construction of improvements within the Properties. In addition, Declarant reserves the right to create any additional easements, or modify existing easements, necessary for the development of the Properties for a period of fifteen (15) years from the date hereof. Upon request of the Declarant, any Lot Owner shall grant such additional easements, or modifications of easements, as Declarant may require. There is specifically reserved to the Developer and its assigns, including without limitation an easement to go upon the Lots and the Property as may be reasonably necessary to maintain any fence or fences owned by them or which may border riding trails adjacent to or in the vicinity of the Property.

**ARTICLE XII
PARTY WALLS**

12.01. General Rules of Law to Apply. Any wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Any

such wall shall comply with all provisions of this Declaration relating to fences, etc., including without limitation paragraph 10.17 hereof.

12.02. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

12.03. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore, it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

12.04. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

12.05. Disputes. Any dispute concerning a party wall, or under the provisions of this Article, shall be resolved by the Declarant, its successors and assigns or, after all Membership interests have been converted to Class A Memberships, by the Association's Board of Directors.

ARTICLE XIII DEVELOPMENT ACTIVITES

13.01. Nothing in this Declaration shall be understood or construed to prevent Declarant, its successors and assigns, or the employees, contractors or subcontractors of Declarant, its successors and assigns from doing, on any part or parts of the Property owned or controlled by Declarant or its successors and assigns or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

13.02. Prevent Declarant, its successors and assigns, or the employees, contractors or subcontractors of Declarant, its successors and assigns, from constructing and/or placing and maintaining, on any part or parts of the property owned or controlled by Declarant, its successors and assigns, or their representatives, such

structures as may be reasonably necessary for the completion of such work, the establishment of the Property as a residential community, and the disposition of Lots by sale or otherwise. Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right, if approved by the Architectural Review Committee, to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations, but in no event shall a builder have such right for a period in excess of four (4) months from the date of substantial completion of his last residence in the Property.

**ARTICLE XIV
COVENANT TO BUILD**

Within a period of two (2) years from the date of the original deed to such Lot from the Declarant, construction of a dwelling house upon said Lot according to plans and specifications which have been approved by the Declarant, and which comply with the restrictions and conditions applicable to said Lot, shall begin. During the two (2) year period, the grass on the lot shall be cut at or below twelve (12) inches at all times.

**ARTICLE XVI
GENERAL PROVISIONS**

16.01. Enforcement. The Declarant, its successors and assigns, or any Owner, shall have the right to enforce all restrictions, conditions, covenants, reservations now or hereafter imposed by the provisions of this Declaration. Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Reasonable attorney's fees shall be allowed to Declarant, its successors and assigns, and to the

Association in an action in any court of competent jurisdiction to enforce any of the provisions contained in this instrument. In the event the Declarant, its successors and assigns, or the Association is the prevailing party in any such action; all expenses, and costs, including attorney's fees and court costs, of such action, together with interest at the highest rate allowed by applicable law, shall be added to and deemed part of the assessment to which the Lot in question is subject, and the Declarant, its successors and assigns, or the Association shall have a lien for all the same, as well as for nonpayment of the assessment to which the Lot in questions is subject. Failure to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

16.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

16.03. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarant for so long as Declarant owns any lots, without the consent of the other property owners, and thereafter by Members holding not less than 60% of the total voting interests in the Association.

Any Amendment must be recorded.

16.04. Management and Contract Rights of Association. Declarant may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property.

16.05. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours; (b) receive an annual financial statement of the Association within ninety (90) days following the end of its fiscal year; (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings; (d) receive written notice of any

condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any unit on which it holds the mortgage; (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders; and (h) be furnished with a copy of the master insurance policy. In addition, the Association is required to make available not only to Lot owners, but to lenders, and to holders, insurers or guarantors of any first mortgage or deed of trust, current copies of the Declaration, Bylaws, other rules concerning the Properties, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

16.06. Covenants Running with Land. The covenants, conditions and restrictions contained herein shall run with the land encumbered hereby and shall be binding upon all parties having or acquiring any right, title or interest in all or any portion of the Properties and shall inure to the benefit of each Owner as herein defined.

IN WITNESS WHEREOF, the undersigned Declarant, being the owner of all Lots subject hereto, has executed this instrument this 18th day of September, 2006.

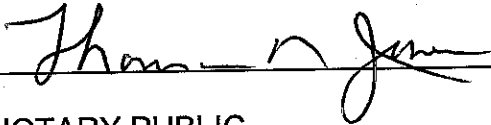
SULLIVAN DEWIRE CONSTRUCTION, LLC

BY: Barry Sullivan Chief Manager
Barry Sullivan, Chief Manager

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, a Notary Public for the state and county mentioned, Barry Sullivan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of Sullivan DeWire Construction, LLC, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of himself as Chief Manager of Sullivan DeWire Construction, LLC.

Witness my hand and seal this 18th day of September, 2006.



NOTARY PUBLIC

My Commission Expires: 7-24-07

