

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
BUCKINGHAM PLACE**

This instrument prepared by:

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Heather Dawbarn, Register
Rutherford County Tennessee
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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
BUCKINGHAM PLACE**

THIS DECLARATION is made by CB Developments, LLC, a Tennessee limited liability company, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Exhibit A attached hereto and desires to create thereon a residential community consisting of single family detached homes with permanent common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community, for the maintenance of the common areas, and for the peaceful enjoyment of the residents of said community; and to this end, desires to subject the real property described in Exhibit A attached hereto to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed the "Buckingham Place Homeowners Association" as a non-profit Tennessee corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the Properties described in Exhibit A attached hereto and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title, or interest in

the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

1.1 "Articles" shall mean those Articles (Charter), filed with the Secretary of State of Tennessee, incorporating the Association as a nonprofit corporation under the provisions of Section 48-52-101 et seq. of the Tennessee Non-Profit Corporation Act, as the same may be amended from time to time. A true copy of the Articles is of record in the Register's Office for Rutherford County, Tennessee

1.2 "Association" shall mean and refer to Buckingham Place Homeowners Association, its successors and assigns.

1.3 "Board" shall mean the Board of Directors of the Association which shall also be known as the "Board of Directors".

1.4 "Builder" shall mean and refer to any party who acquires one or more developed Lots from the Declarant for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.

1.5 "By-Laws" shall mean the By-Laws or similar code of regulations of the Association, as the same may be amended from time to time, pursuant to the Tennessee Non-Profit Corporation Act. A true and correct copy of the By-Laws is of record in the Register's Office for Rutherford County, Tennessee.

1.6 "Common Areas" shall mean and refer to subdivision entrance walls, boulevards and identification monuments, bath house, pool, play area, signs, lakes, corner parks, street lights, landscape mounds, fences, storm water facilities, pathway systems, preservation easements, landscaping, and other amenities constructed for the common use and enjoyment of the Owners, if any are so constructed, and such areas designated as either "common areas," "open space," "landscape easements," "natural buffer easements," or similar designation, on the record plat or plats for the Property.

1.7 "Declarant" shall mean and refer to CB Developments, LLC, a Tennessee limited liability company, its successors and assigns. Upon any such succession or assignment, the successor or assignee shall succeed to all the rights and privileges of the original Declarant.

1.8 "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of: (a) December 31, 2028, or (b) the day next following the day on which the Declarant or a Builder own no part of the Property.

1.9 "Director" and "Directors" shall mean that person or those persons serving, at the time pertinent, as a Director and Directors of the Association, and shall mean that same person or those persons serving in the capacity of a member of the Board of Directors of the Association.

1.10 "Living Unit" shall mean and refer to any single-family residence designated and intended for use and occupancy as a residence by a single family.

1.11 "Lot" shall mean and refer to any parcel of land upon any recorded subdivision plat of the Properties or re-recorded re-subdivision thereof with the exception of the Common Areas.

1.12 "Member" shall mean any one of those Owners who are Members of the Association as provided in Article IV hereof.

1.13 "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. A Builder shall not be deemed or construed to be an Owner for any purpose unless and until such Builder takes up permanent residence in a Living Unit constructed upon a Lot which is owned in fee simple by such Builder.

1.14 "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.15 "Storm Water Facilities" shall mean and refer to those storm water retention/detention facilities constructed for the common use and enjoyment of the Owners and which are not maintained by a governmental authority.

ARTICLE II
PROPERTY DEVELOPMENT - ANNEXATION

2.1 Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the County of Rutherford, State of Tennessee, and is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

2.2 Annexation of Additional Property. For a period of ten (10) years from and after the date this Declaration is filed for record, additional property may be annexed to the above-described Property by the Declarant without the assent of the Members of the Association, if any, provided that such additional property is adjacent to the Property described in Exhibit A. Thereafter, such additional property may be annexed only with the consent of fifty-one (51%) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described Property. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit A as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise shall be made by recording a supplement to this Declaration with the Register of Deeds for Rutherford County, Tennessee which supplementary Declaration shall extend the scheme of some or all of the within covenants and restrictions to such annexed property. Such supplementary Declaration may contain such additional covenants, conditions, restrictions, easements, assessments, charges and liens as the Declarant shall deem appropriate for the purpose of completing the development of the Property.

2.3 Additional Common Areas. Declarant shall have the right, from time to time, for a period of ten (10) years from the date this Declaration is filed for record, to convey to the Association for nominal or other appropriate consideration, and the Association shall accept conveyance of any property or interest in property owned by Declarant along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property shall constitute Common Areas.

Notwithstanding any other provision of this Declaration, Declarant does not warrant or represent that any recreational facilities will be constructed by or on behalf of Declarant. In determining whether to construct any recreational facilities, Declarant may consider whether the construction at the time of making the decision would be economically feasible in light of the then-existing economic conditions, whether Declarant has sufficient funds available for the construction, whether the operation, maintenance and repair of the recreational facilities as constructed will be adequately funded by the assessments, including any increase to the assessment as provided in this Declaration. Declarant may also consider other factors.

ARTICLE III PROPERTY RIGHTS

3.1 Owner's Right of Enjoyment. Every Owner and, in the case of rented Lots, such Owner's tenants, shall have a right to an easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas.

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration.

(c) Easements and restrictions of record.

(d) The right of the Association or the Declarant to grant additional easements over the Common Areas and Lots as provided in this Declaration.

3.2 Delegation of Use. Any Owner may delegate, in accordance with the applicable By-Laws of the Association, his right of enjoyment in and use of the Common Areas to the members of his family, guests, and his tenants or contract purchasers who reside on the Property.

3.3 Easements to Other Residents. The Declarant may designate that certain owners of real property outside of the Property and such other persons as the Declarant may designate, shall have an easement of enjoyment in, on and over the Common Areas, to the same extent as any Owner of a Lot located on the Property, subject to the provisions of Section 3.1. Such individuals shall be subject to the rules and regulations of the Association concerning the use of said areas, but shall not be subject to assessments by the Association.

It is the intent of the Declarant that there may be reserved similar easements in favor of the Owners on and over other tracts of land. Such easements, however, shall be created solely by instruments other than this Declaration, and such easements shall be governed by the terms therein contained. The establishment of any such easements are wholly contingent upon (a) the commencement of further development of land located outside of the Property (b) consent of the owners of such land, and (c) approval by appropriate governmental authorities. Accordingly, the Declarant neither represents nor guarantees that any such easements of enjoyment will be established for the Owners.

3.4 Title to Common Areas. The title to any portion of the Common Areas that is to be owned by the Association in fee simple, if any, shall be conveyed to the Association, prior to the expiration of the Development Period, in "AS IS" condition, free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

3.4.1 Upon conveyance of the Common Areas to the Association, the Association shall have all incidents of ownership of the Common Areas and shall become responsible for the payment of all taxes, insurance, maintenance, and other fees, costs and expenses related to the ownership and upkeep of the Common Areas.

3.4.2 The Association shall not dispose of any of the Common Areas, by sale or otherwise except to an organization conceived and established to own and maintain the Common Areas and approved by the local authorities having jurisdiction, or by dedication of the Common Areas to Rutherford County, Tennessee, or other governmental entity, provided, however, that such dedication must be approved by the County or other governmental entity prior to such dedication having any force or effect (and nothing herein shall be deemed or construed to require the County or other governmental entity to accept any such dedication). The conditions of transfer shall conform to the officially recorded development plan.

3.4.3 The Association shall not be dissolved, except upon disposal of the Common Areas as provided in this section.

3.5 Right to Grant Easements. Declarant hereby reserves the right, to grant, on behalf of the Association and/or the Owners and without the consent of the Association, or any Owner, easements, across, through or under the Common Areas. Such easements, which shall be exclusive or non-exclusive, shall be limited to utility easements (including cable television), green belt easements, sign easements, drainage easements, access easements or roadway easements. Declarant's rights under this Section shall terminate upon expiration of the Development Period.

The Association, without the consent of any Owner, shall have the right at any time to grant easements as set forth in this Section.

3.6 Declaration of Covenants. The owners of the Lots shall be subject to and benefitted by this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Buckingham Place as recorded in the Register's Office for Rutherford County, Tennessee.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.1 Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. By acceptance of any deed conveying any of the properties burdened by this Declaration, the Owner thereof agrees to be bound by the

provisions of this Declaration without any further action on the part of the Declarant, the Association, or such Owner.

4.2 Classes of Members; Voting. The Association shall have two classes of voting membership:

4.2.1 Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Only those Class A Members who shall be in good standing with the Association at the time a vote is to be cast shall be eligible to cast a vote on any matter for which the members are entitled to vote; and, any Class A Member who is not in good standing with the Association at the time such vote is to be cast shall not be entitled to cast a vote. For purposes of this limitation on voting, "good standing" shall be defined as being no more than thirty (30) days delinquent on the payment of any sum of money due to be paid to the Association by such Member.

4.2.2 Class B Member(s) shall be the Declarant and the Declarant shall be entitled to thirty (30) votes per Lot owned. The Class B membership shall begin on the date that this Declaration is placed of record and shall terminate on the date the last Lot, whether improved or not, is sold to an Owner, as opposed to a Builder; it being the intent that the Declarant shall retain full control over the Association until one hundred percent (100.0%) of the Lots are owned by an Owner.

Within sixty (60) days after the date on which the Class B membership shall terminate, a special meeting of the Association shall be called for the purpose of initiating an orderly process for transfer of control of the Association to the Owners.

ARTICLE V ASSESSMENTS

5.1 Covenant for Assessments. The Declarant for each Lot owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons, or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association Annual Assessments, Individual Assessments, and Special Assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon as hereafter provided and costs of collection

thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such property and Lot at the time when the assessment fell due.

5.2 Annual Assessments, Purposes. The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development.

5.2.1 Annual General Assessment. To carry out these purposes, an Annual General Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Areas, including, but not limited to, the payment of taxes, insurance and fidelity bonds, and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and including but not limited to the maintenance, repair and landscaping of Storm Water Facilities, as well as streets and rights-of-way, sprinkler systems and landscape islands in boulevards, street lights and, in the discretion of the Association, including any drainage facilities, entrance roads or adjoining roads or areas, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association.

5.3 Annual General Assessments, Initial Amount. The initial amount of the Annual General Assessment shall be One Hundred Twenty and NO/100 Dollars (\$120.00) per annum per Lot, payable in accordance with the schedule established by the Board pursuant to this Article. Such initial assessment amount shall be known as the "Maximum Annual General Assessment."

5.4 Annual General Assessment, Maximum Increase.

(a) From and after the date of the commencement of the Annual General Assessment, the amount of the Maximum Annual General Assessment, set out in Section 5.3 above, for all membership will increase automatically ten (10%) percent per year in addition to the maximum sum allowed for the previous year (whether changed or not), unless prior to the levying of such new assessment year, the Board of Directors vote to reduce the assessment below that allowed to be changed in such year. As used herein, the term "allowed to be changed" shall mean the sum set out in Section 5.3 above, increased and compounded ten (10%) percent per year, beginning with the year immediately following the date of the commencement of the Annual General Assessment. In addition, the Board shall have the authority to increase the Annual General

Assessment in excess of the automatic ten percent (10%) increase for any year by a majority vote; provided, however, that such increase shall not exceed thirty percent (30%) more than the maximum sum allowed for the previous year (whether changed or not).

(b) From and after the date of the commencement of the Annual General Assessment, the Maximum Annual General Assessment for all membership may be increased above that established by the preceding paragraph, by a vote of Members as hereinafter provided for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of a fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Members, if any.

(c) The Annual General Assessment may be billed in installments due and payable in advance on a monthly, quarterly, or semi-annual basis, or it may be billed in one lump-sum amount payable on annual basis, in the sole and absolute discretion of the Board of Directors. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum thereinabove provided for. The assessment shall be fixed at a uniform rate based upon Lots.

5.5 Individual Assessments. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors in their reasonable discretion, and by two-thirds (2/3) majority vote of the Board, then the Association shall have the right, but not the obligation, through its agents, contractors, and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become part of the total assessment to which such Lot is subject. Such individual Assessments shall be due and payable by the Owner immediately upon receipt by such Owner of each invoice from the Association for such amounts.

5.6 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any assessment year Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or addition of a described capital improvement located upon the Common Areas, which cost has not otherwise been provided for in full as part of the Annual General Assessment, including the necessary fixtures and personal property related thereto. Such Special Assessments shall require the affirmative assent of no less than two-thirds (2/3) of the Directors at any regular or special meeting of the Board of Directors. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Lots. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be

used solely for the purpose of the Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly, semi-annual or annual basis.

5.7 Commencement of Assessments. The Annual Assessments shall commence on the day after the date this Declaration is recorded in the Register's Office for the County in which the Property is located. The first assessment for any such membership may be prorated for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

The Annual Assessments for additional property subjected to the Declaration after the commencement of the Annual Assessments, shall commence on the first day of the first month following the date an Amendment to the Declaration is filed for record or at such other date as determined by the Association.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the assessment against each Lot for such assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Directors. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

5.8 Assessment of Builder and Declarant.

(a) Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall not be required to pay any assessments, whether annual assessments, special assessments, or assessments of any other kind or nature, for any recorded Lots or Living Units. A Builder shall be required to pay all such assessments to the same extent as an Owner shall be required to pay.

(b) The provisions of Section 5.8(a) shall not apply to the assessment of any Lot or Living Unit held by the Declarant for rental purposes and which is or has been occupied as a Living Unit, in which event the Declarant shall be required to pay the full amount of the assessments levied thereon, commencing on the issuance of a certificate of occupancy for such

unit. The provisions of this subsection shall not apply to any Lot or Living Unit owned and used by the Declarant as a model, offices, or for any other purpose other than rental property.

(c) Notwithstanding any other provision of this Declaration to the contrary, neither the Declarant nor any Builder shall have any obligation to fund the operating account or any reserves for the Association or otherwise subsidize the Association. The Declarant shall have the right, but not the obligation, to make one (1) or more loans to the Association to provide financial assistance to the Association for funding of its reserves, construction, maintenance, repair, and replacement of its Common Areas, and operation of the Association. Such loans shall be evidenced by one (1) or more promissory notes and appropriate security instruments as well as other instruments and documents reasonably required to evidence and secure the said loan(s), and shall be for a term not to exceed ten (10) years.

5.9 Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered; provided, however, that such charge shall not exceed \$100.00.

5.10 Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge during each and every month the said assessment remains unpaid in the greater amount of Ten and NO/100 Dollars (\$10.00) or one-twelfth (1/12) of the Annual General Assessment, 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, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No Owner shall waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or abandonment of his Lot or Living Unit.

5.11 Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to

the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid assessments or charges accrued before the acquisition of title to the Lot by the mortgagee.

5.12 Capital Contribution and Assessment at Closing. Upon closing on the purchase of a Lot from the Declarant/Developer to a Builder, of a Lot from a Builder to an Owner, and upon the closing of all subsequent sale and purchase transactions of a Lot, the purchaser of such Lot shall be required to pay to the Association the sum of Five Hundred and NO/100 Dollars (\$500.00), or such other amount as the Association may determine from time to time in its sole and absolute discretion, as such purchaser's initial capital contribution to the working capital of the Association; provided, however, that a Builder shall only be assessed the sum of Two Hundred Fifty and NO/100 Dollars (\$250.00) as its initial capital contribution. This assessment, or any part thereof, may be used by the Association, in its sole and absolute discretion, for its operating expenses, or held in its capital reserve fund, if such fund shall at any time exist. Such assessment is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account for the benefit of the Owner or Builder paying such assessment. Additionally, upon closing with a Builder, and upon all subsequent closings, each purchaser of a Lot shall be required to pay a pro-rata share of the Annual General Assessment, if applicable, for the balance of the then-current year to the extent that such assessment is not otherwise being collected by the Association.

5.13 Amounts Charged by Property Manager. In the event the Association shall engage the services of a managing agent (the "Property Manager") pursuant to the applicable provisions of this Declaration and the Property Manager's contract with the Association requires the Association or any Owner to pay any fees to the Property Manager which are in any way related to the establishment of one or more new accounts for the new Owner due to a conveyance of one or more Lots to such new Owner, such fees shall be paid by the new Owner/grantee at, or contemporaneously with, the closing of the conveyance of the property to the new Owner. Such fees shall not exceed the initial capital contribution assessed against such grantee as described in Section 5.12 above.

ARTICLE VI INSURANCE

6.1 Liability Insurance. The Association shall obtain and maintain a Comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, Directors, and Owners and members of their respective families, tenants and occupants in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest"

endorsement which shall preclude the insurer from denying the claim of an Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

6.2 Casualty Insurance. The Association shall obtain and maintain, fire, lightning and extended coverage or similar insurance in an amount not less than one hundred percent (100%) of the replacement cost thereof on all Common Areas and other improvements owned by the Association. This insurance shall include protection against the risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. Said insurance shall be payable to the Association and the proceeds from which shall be used to restore or replace any Common Area or other improvement damaged or destroyed by any peril covered by said insurance.

6.3 Other Insurance. In addition, the Association shall obtain and maintain contractual liability insurance, Directors' and Officers' liability insurance and such other insurance as the Board may deem desirable from time to time.

6.4 Owner's Insurance. Any Owner, tenant, or occupant may carry such insurance in addition to that provided by the Association pursuant to this Declaration, as that Owner, tenant, or occupant may determine. Each Owner of a Lot and Living Unit shall be responsible for obtaining casualty and liability insurance for his Lot.

6.5 Insufficient Insurance. In the event the improvements forming a part of the Common Areas shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which whose benefit the amount was so advanced, and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

ARTICLE VII ARCHITECTURAL CONTROL

7.1 General Requirements. The following requirements shall be applicable to all Living Units and the Lots upon which such Living Units are located:

7.1.1 General Conditions: Except for Lots designated as Common Areas or open-space lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling. Any such

detached single family dwelling shall contain: (a) a minimum of three thousand (3,000) square feet of livable space for two- (2-) story residence; and, (b) a minimum of two thousand six hundred (2,600) square feet of livable space for a one- (1-) story residence. "Livable space" as used herein shall not include garages, crawl spaces, closets, attic spaces, or other such spaces.

All garages shall be attached to, and be an integral part of, a Living Unit. All garages shall be either front-entry or side-entry.

Except for improvements constructed by the Declarant in connection with the development of the Property, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas (including, without limitation, areas designated as "open-space/ landscape easements", "open-space lots" or "natural buffer easements"). Additionally, no improvement constructed by the Declarant in connection with the development of the Property shall be removed from the Common Areas (including, without limitation, areas designated as "open-space/ landscape easements", "open-space lots," "natural buffer easements," or other similar designation) without the prior written consent of the Declarant or the Association.

7.1.2 House Placement and Yard Grading: Residences and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate authority having jurisdiction. Existing grades at Lot lines shall not be altered more than one (1) foot without the written consent of the Declarant or the appropriate governmental authorities.

7.1.3 Underground Houses and Log Houses: Underground and log structures are prohibited.

7.1.4 Driveways: All driveways shall be surfaced with concrete, stone, brick, or other material as may be approved by the Reviewing Authority from time to time.

7.1.5 Water Discharge: Storm water must be disposed of in accordance with drainage plans established by the Declarant, the Association, or other authority having jurisdiction.

7.1.6 Radio and Television Antennas: No television, radio or other electrical towers, aerials, antennae, satellite dishes, or other device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart 5, Section

1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. Notwithstanding the foregoing prohibition, roof mounted satellite dishes less than thirty inches (30") in diameter shall be permitted provided that such satellite dishes are mounted on the back of the Living Unit and is not visible from any street. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

To the extent that the reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules adopted by the Association may be installed only if it is located within the residence located on the Lot, or: (i) is not located in the front yard of the Lot or attached to the front of the Living Unit; (ii) is not visible from any street (whether by location or screening); and (iii) is integrated with the Living Unit and surrounding landscape.

7.1.7 Air Conditioning and Heat Pump Equipment: Such equipment shall be located only in side or rear yards. No window units or "through-the-wall" units shall be permitted.

7.1.8 Awnings: Awnings above windows or doors may be erected or used only with the prior written approval of the Reviewing Authority after submission for approval in accordance with this Article. Such approval may be granted or withheld in the Review Authority's sole and absolute discretion.

7.1.9 Fences:

- (a) No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall where necessary, shall be erected, placed or suffered to remain upon (i) any landscape easement, (ii) open-space easement, (iii) greenbelt easement, or (iv) upon any Lot nearer to any street than the rear building line of the residence located on the Lot. On a corner Lot, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said corner Lot, closer to the side street than the building set back line for such residence. In order to comply with all applicable laws, fences shall be required around swimming pools and must be constructed in accordance with the specifications set forth herein unless the local authority having jurisdiction establishes more stringent requirements, in which case the more stringent requirements shall control. The Reviewing Authority shall approve the location and specifications of all fences prior to their installation on any Lot.

- (b) Fence as used herein shall be liberally construed as to accomplish the purpose of these restrictions, and shall specifically include, but not be limited to, contrived barriers of any type including those of shrubs, hedges or walls. Side street as used herein, shall refer to any street contiguous to any Lot which does not face the front door of the residence.
- (c) This Section shall not apply to: (i) underground invisible dog-type fences; or (ii) decorative fences or retaining walls installed by the Declarant or a Builder in connection with the development of the Property or original construction of a Living Unit.

7.1.10 Exterior Carpeting: No exterior carpeting shall be allowed if it is visible from the street.

7.1.11 Lighting Exterior: Mercury vapor yard lights in excess of 50 watts are prohibited, except for street lights installed in a right-of-way by the Declarant or a utility company. This Section shall not apply to residences used by the Declarant or Builders as model homes or sales offices.

7.1.12 Completion: Construction of a residential building on any tract shall be completed within one (1) year from the date construction is started and the disturbed yard area must be sodded or seeded, provided, however, that the completion date shall be extended for stoppages caused by strike, lockout, labor disputes, fire, unusual delay in transportation, unavoidable casualty, weather and acts of God for an period of time equal to the period of time of such work stoppage.

7.1.13 Roofs. All roofs on residences shall be dimensional asphalt shingle unless otherwise approved by the Reviewing Authority. A replacement roof shall be match to the original roof unless the written approval of the Reviewing Authority has been obtained prior to the installation of such replacement roof.

7.1.14 Mailboxes. Original mailboxes, as well as replacement mailboxes, shall comply with such specifications as may be adopted by the Board.

7.1.15 Driveway Connections to Street: Unless otherwise approved by the Reviewing Authority prior to construction, all driveway connections to the street shall be of the same design and constructed in accordance with the specifications for driveway connections set forth on Exhibit B.

7.1.16 Zoning: All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

7.2 Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Reviewing Authority shall have the authority to grant reasonable variances from the provisions of Section 7.1. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 7.2 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

7.3 Approval by Declarant. Until such time as Declarant has fully relinquished its rights as set forth in this Declaration, the Declarant shall maintain full control of the requirements for architectural improvement for the Property. Notwithstanding the foregoing, the Declarant may, but shall not be obligated to, assign such right of control to the Board of Directors of the Association or the Architectural Control Committee (the Declarant, the Board of Directors, and the Architectural Control Committee, as the case may determine, is sometimes referred to in this Declaration as the "Reviewing Authority").

7.4 Architectural Control Committee. The purpose of the Architectural Control Committee (the "ACC"), if any, is to ensure that the construction, installation, and alteration of any structure and other improvements on any Lot will comply with the requirements of this Declaration and the general scheme prevailing in the Buckingham Place planned unit development. To that end, the ACC shall be vested with the authority to, among other things, to: (a) confirm whether the proposed structure and other improvements are, or will be, in conformity and harmony with the planned or existing architectural and aesthetic standards of the development established from time to time by the Declarant; (b) confirm whether the location of the proposed structures and other improvements on a Lot are, or will be, located on such Lot in a manner which will provide uniformity and harmony with the planned standards; and, (c) do all other things and take all other action to ensure that the development maintains an architecturally and aesthetically unified and harmonious community standard. In furtherance of the foregoing, unless otherwise limited by the Board or the Declarant, the ACC shall have all rights, powers, and authority requisite or desirable to do each and every thing necessary, desirable, suitable, proper, or convenient to accomplish such purpose including, without limitation, the right to approve or disapprove all plans and specifications for the construction, installation, and alteration of any structure or other improvement on any Lot.

The Reviewing Authority shall have the right, but not the obligation, to establish certain design standards (the "Design Standards") to aid and assist Owners and Builders submitting plans

and specifications for review. The Design Standards shall not be deemed or construed to be anything other than guidelines, and they may not be determinative of whether any particular proposed structure or other improvement on, or any use of, any single Lot is acceptable, which determination shall be made by the Reviewing Authority in its sole and absolute discretion. Because each Lot is unique in character, the Reviewing Authority is authorized, notwithstanding any adopted Design Standards, to apply or adopt different standards for each Lot to reflect the unique character of each Lot.

7.5 Approval of Proposed Structures and Other Improvements. No structure or other improvement shall be constructed, installed, placed upon, or permitted to remain, and no existing structure or other improvement shall be altered, without first obtaining the written approval of the Declarant, the Board, or the Architectural Control Committee, as the case may be.

7.4.1 Procedure for Submission. Prior to the construction, installation, or alteration of any structure or other improvement on any Lot, the Owner or Builder shall submit to the Reviewing Authority no less than two (2) copies of the plans and specifications for such structure or other improvement. The plans and specification shall contain, at a minimum: (a) a site plan of the Lot showing the location of the structure or other improvements on the lot including, but not limited to, building setback lines, easements, open spaces, the driveway, sidewalks, patios, and parking areas; (b) complete and final floor plans; (c) exterior building elevations for all structures proposed to be constructed, installed, or altered on such Lot as such will appear after finished grading; (d) specifications showing the nature, kind, shape, height, colors, and other pertinent details of all materials used on all sides of the exterior elevations; (e) garage door material and design; and (f) final grading and landscaping plans. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Reviewing Authority.

No structure or other improvement shall be constructed, installed, placed, moved onto, or permitted to remain on any Lot, nor shall any existing structure or other improvement be altered in any way which will materially change the exterior appearance of such structure or improvement or of the Lot, unless the plans and specifications therefor have first been submitted to and approved by the Reviewing Authority.

7.4.2 Approval or Disapproval of Plans and Specifications. The Reviewing Authority shall have the right to approve or disapprove, in its sole and absolute discretion, any plans and specifications submitted to it for any reason it may deem sufficient including, without limitation, purely aesthetic reasons. The Reviewing Authority's approval or disapproval of any aspect of any particular set of plans and specifications shall not be deemed or construed as approval or disapproval of any other similar aspect of any differing set of plans and specifications, nor shall it be deemed or construed to imply

approval or disapproval of any other similar aspect of any differing set of plans and specifications.

The Reviewing Authority shall have forty-five (45) days after the date any final, complete set of plans and specifications are submitted, or re-submitted, as the case may be, to it to approve or disapprove such plans and specifications. The said forty-five (45) day period shall commence running on the date the said plans and specifications are actually received by the Reviewing Authority. The Reviewing Authority may approve or disapprove all or any part of such submitted plans and specifications. In the event all or any part of such submitted plans and specifications may be disapproved, unless otherwise instructed by the Reviewing Authority the Owner or Builder seeking approval shall re-submit a complete, final set of plans and specifications in the same manner as an initial submission was made. In the event the plans and specifications are neither approved nor disapproved by the Reviewing Authority within said forty-five (45) day period, it shall be conclusively deemed for all purposes that such plans and specifications were disapproved in their entirety.

Notwithstanding the foregoing, the Reviewing Authority shall have the right, but not the obligation, to approve the plans and specifications subject to the imposition of certain conditions on the plans and specifications by the Reviewing Authority, and such conditions shall be binding upon the Owner or Builder submitting such plans and specifications to the same extent as if they were included in the original submission made by the Owner or Builder.

7.4.3 Nonliability and Release of Reviewing Authority. The Reviewing Authority shall have no obligation to review any plans and specifications for compliance with any and all laws, statutes, ordinances, rules, or regulations of any local authority having jurisdiction including, without limitation, local building codes and zoning ordinances. Review of plans and specifications by the Reviewing Authority shall not be deemed or construed to be a review of the structural integrity of structure contained in the plans and specifications, the operational ability or quality of any system contained in the plans and specifications, the feasibility of the proposed construction, installation, or alteration of any structure or other improvements, or any other matter other than the compliance or noncompliance of the proposed structure and other improvements with the requirements of this Declaration and the general architectural and aesthetic scheme prevailing in the Buckingham Place planned unit development. Neither the Declarant, the Board, the ACC, nor any member thereof shall be responsible or liable to any party for any deficiencies or defects in any plans or specifications approved by the Reviewing Authority, or for any deficiencies, defects, or incompletions in any design, work performed, labor, materials, and supplies provided in furtherance of the construction, installation, or alteration of the structure and improvements submitted to and approved by the Reviewing Authority. By

submission of such plans and specifications to the Reviewing Authority, and by acceptance of a deed to a Lot, each Owner and Builder, and each and every person claiming by, through, or under such Owner or Builder, hereby forever and fully releases and discharges the Declarant, the Board, the ACC, each member thereof, and each officer, director, member, shareholder, employee, agent, and representative thereof from any and all claims, demands, rights, obligations, liabilities, damages, losses, and causes of action of any kind or nature, whether known or unknown, disclosed or undisclosed, whether such arise in contract, tort, or otherwise, which such party may now have or which it may hereafter acquire and which are related in any way to the review of the plans and specifications.

ARTICLE VIII
USE RESTRICTIONS AND MAINTENANCE

8.1 Restrictions. All Living Units and the Lots upon which such Living Units are located shall be subject to the following restrictions:

8.1.1 Purpose of Property: Except for Lots designated as Common Areas or open-space lots, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g. family room, bedrooms, offices or recreational rooms). The Declarant or a Builder shall have the right to use unsold residences as model homes or sales offices.

8.1.2 Nuisance: No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

8.1.3 Animals and Pets: No animals or livestock of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they do not exceed three (3) in number and they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, in the event such household pets have a litter, the Owner shall have a period of one hundred twenty (120) days from the date of such birth to dispose of such excess pets. Additionally, an Owner shall be permitted to keep fish in a private pond provided such fish are not kept, bred or maintained for any commercial purpose.

8.1.4 Signage: No sign of any kind shall be displayed to the public view on any Lot except: one (1) sign of not more than nine (9) square feet advertising the property for sale. Additionally, no signs may be installed by an Owner on the Common Areas. This paragraph shall not apply to signs used by a Declarant or a Builder to advertise the Property during the construction or sale period.

8.1.5 Trash: No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

The Declarant or the Association, as the case may be, shall have the right, but not the obligation, to coordinate trash collection for the subdivision with one (1) trash collection service provider. In such event, all Owners desiring to have trash collected at their residence shall be required to use the trash collection service provider selected by the Association.

8.1.6 Accessory Structures. No permanent or temporary accessory building, tent, storage shed, mobile home, free standing greenhouse, or any other such structure shall be erected or permitted to remain upon a Lot. Decks are permitted provided they are located within the building set back area of the Lot and attached to the residence and otherwise comply with all zoning and other ordinances and regulation promulgated by the local governmental authorities having jurisdiction. Swimming Pools and related appurtenances are permitted on Lots provided they are in-ground type pools and they are not located within the prohibited rear or side yard setback areas and otherwise comply with all zoning and other ordinances and regulation promulgated by the local governmental authorities having jurisdiction. Hot tubs, spas and related appurtenances are also permitted on Lots. No deck, swimming pool, hot tub, spa or related appurtenance shall be permitted to be located in the front yard of any Lot.

Playsets shall be permitted on any Lot provided they are installed in compliance with the following criteria: (a) they are made primarily of wood; and (b) they are located in the rear yard area of the Lot. Basketball goals shall be permitted on any Lot provided they are installed in compliance with the following criteria: (a) they are not attached to the residence on the Lot; (b) they shall have a clear backboard; and (c) the supporting poles shall be black. Except as otherwise provided above, trampolines, soccer goals and related recreational equipment shall be permitted on any Lot provided they are located in the rear yard area of the Lot. All pay equipment which is not permanently installed shall be stored in a location not

visible to any neighbor when not in use. This paragraph shall not apply to the Common Areas or any Lots owned by a Declarant or a Builder and held for sale.

8.1.7 Maintenance and Landscaping. Each and every Lot and house thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All landscaping on the Lots including any street trees shall be maintained in good condition. In the event any Owner fails to replace a street tree that dies or is damaged, within sixty (60) days after notice from the Association (subject to a reasonable extension for appropriate planting seasons), the Association shall have the right to replace such street tree and assess the cost thereof against such Owner's Lot. Any such replacement tree shall be of a minimum 2" caliper. All Lots, including any areas designated as "open-space easements" on such Lots, shall be kept free of debris and clutter and shall be kept mowed. This paragraph shall not apply to any Lots owned by a Declarant or a Builder and held for sale.

8.1.8 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, mobile home, boat or travel trailer shall be parked or stored on any Lot, for a period in excess of forty-eight (48) hours during any calendar month, unless the same is in the garage and completely out of view. Commercial vehicles and trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless such commercial vehicles or trucks are kept in the garage and completely out of view.

No vehicle in inoperable condition or unlicensed condition shall be stored on any Lot for a period in excess of five (5) days unless the same is in the garage and completely out of view. This paragraph shall not apply to any Lots owned by a Declarant or a Builder and held for sale.

8.1.9 Garage and Yard Sales and Christmas Lights. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period.

Christmas lights and other holiday-type decorations may be erected no sooner than five (5) weeks prior to, and must be removed no later than two (2) weeks after such holiday.

8.1.10 Obstruction of Easements and Drainage. No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each

Lot and all improvements in the easement area shall be maintained by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

8.1.11 Lakes. All lakes, ponds, and streams within the Property, if any, shall be aesthetic amenities only and no other use thereof, including without limitation, swimming, boating, fishing, playing or use of personal floatation devices shall be permitted except in accordance with rules and regulations established by a Declarant or the Association. Neither a Declarant, a Builder, nor the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds or streams within the Property.

8.1.12 Irrigation Systems. No irrigation system outlets shall be located in the public right-of-way, except as may be approved by the appropriate governmental authorities. This paragraph does not apply to irrigation systems installed by the Declarant.

ARTICLE IX EASEMENTS AND MAINTENANCE

9.1 Access Easements. All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purposes of (a) maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Areas, including all improvements thereon, (b) inspecting the exterior of Living Units and Lots for compliance with the terms of this Declaration, and (c) performing any maintenance, repair, and upkeep determined by the Association to be required upon any Lot or the improvements located on said Lot (including, but not limited to, the Living Unit located thereon).

Where shown on the record plat or plats for the Property, "landscape easements," "open space easements," "common area easements," "natural buffer easements," and areas bearing similar designations are in favor of the Declarant and the Association and are for the purposes of providing access to the Common Areas and for allowing the Declarant and the Association to maintain improvements constructed by the Declarant in such easement areas. Except as otherwise provided herein, no one other than the Declarant, the Association or the Owner on whose Lot is situated such an easement, shall be permitted to have access to, or enter onto, such easement area.

9.2 Private Drainage Easements. Except as otherwise set forth on the record plat or plats for the Property, all Lots are subject to private drainage easements in favor of the Declarant, the Builder and the Association. Such private drainage easements shall be ten feet (10') in width (five feet (5') on each Lot) and shall exist along all common Lot lines, with the common Lot line being the center line of said easement. In those cases where the rear Lot line is not a common Lot

line, the private drainage easement shall be ten feet (10') in width along such rear Lot line. The Declarant and the Association shall have the right to enter upon a private drainage easement for the purpose of establishing or reestablishing drainage swales in order to control and direct storm water to collection facilities.

9.3 Maintenance. The Association shall be responsible for the care and maintenance of the Common Areas of the subdivision. Such obligation of the Association shall include the care and maintenance of any improvements (other than landscaping) constructed by the Declarant or the Association in an open-space/landscape easement or natural buffer easement. The Association shall also be responsible for the care and maintenance of the Storm Water Facilities and related storm water improvements in a manner satisfactory to the appropriate governmental authority. The Owner of a Lot shall be responsible for the care and maintenance of all other portions of such Owner's Lot, including any landscaping situated in an open-space easement, natural buffer easement or detention basin areas. Should any Owner fail to maintain his Lot to the extent provided in this Declaration, the Association may do so, after notice, and assess such Owner for the cost. The assessment shall be a lien on the Owner's Lot to the same extent as other liens provided for herein.

9.4 Reservation of Easements. The Declarant shall have and hereby reserves easements in favor of itself, the Association and their successors and assigns, and such other persons or entities as it may designate as follows:

9.4.1 In, on and over that portion of the publicly dedicated rights of way outside of the actual roadway, as well as over a twenty foot (20') wide strip of land on either side of such publicly dedicated rights-of-way on the Property for the purposes of: (i) access to construct, use and maintain utilities (including, but not limited to, Internet, telephone and cable television), sidewalks, Signage, lighting, landscaping and recreational uses; (ii) removing any obstructions including landscaping from such areas; and (iii) such other uses deemed appropriate for or necessary to integrate the Property into other real estate.

9.4.2 In, on and over all utility and drainage easements set forth on the Property for the installation and maintenance of utility and drainage systems.

9.4.3 Nothing contained in this Section shall be deemed or construed to give the Association any right to unreasonably interfere with the public use, enjoyment or maintenance of such publicly dedicated rights-of-way.

9.5 Right of Association to Remove or Correct Violations of this Declaration. The Association may, in the interest or the general welfare of all of the Owners, enter upon any Lot or the exterior of any dwelling at reasonable hours on any day for the purpose of removing any roadway obstructions, including landscaping, or correcting any violation or breach of any

attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Directors of the Association authorizing access to such Lot or property covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the subject property and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Section 5.12.

9.6 Declarant's Reservation of Entry Rights. The Declarant for itself and any Builder reserves the right during the Development Period to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of the entire Properties, provided that the Lot shall be restored with any pavement, grass or sod which shall have been removed.

9.7 Declarant's and Association's Right to Grant Easements. Notwithstanding any other provisions herein, as long as there exists Class B membership, the Declarant, and thereafter the Association is authorized without consent of the Members to grant across, through or under any Lot, Common Area or any utility easement, including a Television Cable easement, deemed by the granting party to be necessary or convenient in the development or enjoyment of the Properties, provided no easement shall be granted across, through or under any Living Unit or building which restricts ingress or egress to such Living Unit or building.

9.8 Handicap Accessibility. Notwithstanding any other provisions herein, an Owner of any Lot may, at his expense, have such reasonable modifications made to the interior and exterior of his Living Unit and Lot and the Common Areas as may be necessary to afford physically handicapped persons full enjoyment of his premises. Any modifications to be undertaken to the exterior of a Living Unit and Lot or the Common Areas shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract, the terms, conditions and specifications of which, shall be approved by the Board of Directors. The approved contractor shall provide an adequate performance bond for the benefit of the Association.

Notwithstanding the other provisions herein, including those requiring approval of the Members of the Association, the Board of Directors is authorized to make reasonable accommodations to any rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Living Unit and Lot, including the Common Areas.

9.9 Arbitration. In the event of any dispute between Owners, other than the Declarant, regarding the application of these restrictions or any rule or regulation, the party aggrieved shall

submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five (5) days in advance of such hearing. The Board, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration in writing.

ARTICLE X GENERAL PROVISIONS

10.1 Enforcement. The Declarant, 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 Declarant, 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.

10.2 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.

10.3 Amendment. Except as otherwise provided in this Declaration, 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 during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded to be effective. No amendment to the covenants and restrictions of this Declaration shall be binding upon any Lot owned by the Declarant or upon any additional property annexed to the terms of this Declaration by the Declarant, or upon any Lot upon which a single-family dwelling has not yet been erected unless the Declarant or any such Lot Owner agrees to said amendment in a recorded writing.

10.4 Right to Amend Documents. Notwithstanding anything contained in Section 10.3 above to the contrary, this Declaration and the By-Laws may be amended at any time without the consent of the Owners by a written instrument executed by the Declarant for the purpose of: eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution; or, making any change which in the Declarant's sole and absolute opinion serve the best interests of the community; provided, however, that no such amendment shall materially affect any Owner's interest in the Association. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have

consented to and approved of the provisions of this paragraph and the amendment of this Declaration and the By-Laws by Declarant as provided herein. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

10.5 Personal Liability. Nothing in this Declaration, the Articles or the regulations of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Directors or any officer of the Association acting in his capacity as such, for the use, maintenance, repair or replacement of any Living Unit or of any part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all liability for injury or damages to such Member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited in the amount of insurance.

10.6 Non-Liability of Declarant. Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration or the By-Laws, whether or not such claims shall be asserted by an Owner, occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof becoming out of repair or by reason of any act or neglect of any Owner, occupant, the Association and their representative agents, employees, guests and invites or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, cable television, etc.), except as provided by any written warranty provided by the Declarant to an Owner or the Association. Except as set forth in this Declaration, the Declarant and the Builders shall have no financial obligation to the Association.

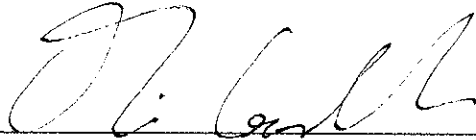
10.7 Professional Management Contracts and Other Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years in length and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

The Association shall have the right to contract with other homeowners associations in the area of the Property for the purpose of providing for the maintenance, repair and landscaping of streets, right-of-ways and adjoining areas in the development.

10.8 Approvals. All approvals required or permitted under this Declaration by the Declarant, Board, or Architectural Control Committee, and the discretion granted to the same, shall be deemed to be in their sole and absolute discretion unless otherwise set forth in this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant, CB Developments, LLC, a Tennessee limited liability company, has hereunto set its signature on this 12 day of MARCH, 2018. All other owner approvals are set forth on the following pages.

CB Developments, LLC,
a Tennessee limited liability company

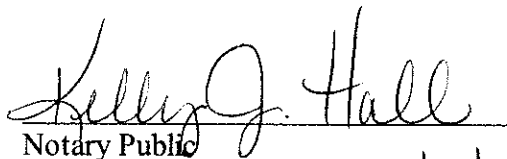
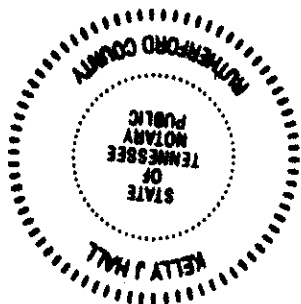


By: Oliver Constable
Its: Member

STATE OF TENNESSEE
COUNTY OF Rutherford

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared **Oliver Constable**, 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 sole member of CB Developments, LLC, the within named bargainer, a limited liability company, and that he as such sole member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as its sole member.

Witness my hand, at Smyrna, Tennessee, this 12th day of March, 2018.



Notary Public

My Commission Expires: 12/01/2020

Exhibit A
Legal Description

A TRACT OF LAND LOCATED IN THE 4TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE LAND SHOWN ON THE FINAL PLAT, SECTION 1, PHASE 1, BUCKINGHAM PLACE SUBDIVISION, WHICH IS OF RECORD IN PLAT CABINET 39, PAGE 212, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE, AND SHOWN ON THE FINAL PLAT SECTION 1, PHASE 2, BUCKINGHAM PLACE SUBDIVISION, WHICH IS OF RECORD IN PLAT CABINET 39, PAGE 270, SAID REGISTER'S OFFICE, AND SHOWN ON THE FINAL PLAT, SECTION 2, PHASE 1, BUCKINGHAM PLACE SUBDIVISION, WHICH IS OF RECORD IN PLAT CABINET 41, PAGE 2, SAID REGISTER'S OFFICE, TO WHICH PLATS REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO CB DEVELOPMENTS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY WARRANTY DEED FROM WILLIAM W. LECKIE AND WIFE, WANDA P. LECKIE, OF RECORD IN RECORD BOOK 1505, PAGE 2845, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. AND BEING THE SAME PROPERTY CONVEYED TO CB DEVELOPMENTS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY WARRANTY DEED FROM WILLIAM W. LECKIE AND WIFE, WANDA P. LECKIE, OF RECORD IN RECORD BOOK 1340, PAGE 1931, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

**BYLAWS
OF
BUCKINGHAM PLACE HOMEOWNERS' ASSOCIATION, INC.**

The Board of Directors of Buckingham Place Homeowners' Association, Inc. (the "Corporation"), a nonprofit corporation duly organized and validly existing under the laws of the State of Tennessee, hereby adopt these Bylaws on the date set forth below, which shall regulate the business and affairs of the Corporation, subject to the provisions of the Corporation's Charter and applicable provisions of the Tennessee Nonprofit Corporation Act, T.C.A. § 48-51-101, et seq. (the "Act").

ARTICLE 1
DEFINITIONS

The words defined in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Buckingham Place Subdivision recorded in the Register's Office for Rutherford, County, Tennessee (hereinafter referred to as the "Declaration"), shall have the same meaning in these Corporate Bylaws.

ARTICLE 2
OFFICES

2.01. Registered Office. The initial registered office of the corporation shall be located at 179 Belle Forest Circle, Suite 301, Nashville, Tennessee 37221, and the name of the initial registered agent of the corporation at that office is Brian S. Krebs. The Board may, in its sole discretion, change registered agent and the location of the registered office from time to time, and at any time.

2.02. Principal Office & Other Offices. The principal office of the corporation shall be located at such place as the Board of Directors may determine, in their sole discretion, from time to time and at any time. The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE 3
MEMBERS AND MEMBERSHIP PRIVILEGES

3.01. Membership. Each Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership. Excepting the fees, dues, assessments, and other charges set forth herein and in the Declaration, no Member shall be required to pay any consideration whatsoever solely for his membership in the corporation.

The Declarant reserves the right to afford membership privileges in the form of access to the common amenities to owners of other developments of Declarant in the vicinity of Buckingham Place in consideration of the payment of fees equal to the Assessments payable by an Owner. No person who is afforded such privileges shall be entitled to any membership privileges, shall not be entitled to vote on Association matters, and shall not be considered a Member for any purpose other than the limited privileges related to access and use of the common facilities.

ARTICLE 4 MEETINGS OF MEMBERS

4.01. Place of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board of Directors within Rutherford County, Tennessee.

4.02. Annual Meeting. Unless otherwise specified in a written notice from the Board of Directors, an annual meeting of the Members of the corporation shall be held each year on the second Tuesday of the third month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 p.m. at which time the Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before them at the meeting; provided, however, if adjourned, the annual meeting must be held no later than forty-five (45) days from the original scheduled date. The first regular annual meeting of the Members may be held, subject of the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may be held no later than the earlier of the following events: (a) sixty (60) days after the termination of the Class B membership; or, (b) seven (7) years following conveyance of the first Lot by the Declarant.

4.03. Special Meeting. Special meetings of the Members, for any purpose or purposes, may be called by the president, the Board of Directors, or by Members having not less than forty (30%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of such meeting.

4.04. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than fifteen (15) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting.

4.05. Quorum. The presence in person or by proxy of more than twenty-five (25%) percent of the percentage values of those votes entitled to be cast at a meeting of the Members and at least twenty-five percent (25%) of the percentage values of each class of Members shall constitute a quorum at all meetings of the Members for the transaction of business. If no quorum is present, the

Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a

quorum shall be present or represented. At the first meeting after such adjournment, the required quorum shall be at least ten percent (10%) of each class of Members. If no quorum of the Members, in person or by proxy, then be present, all successive meetings after such adjournment shall require a quorum of five percent (5%) of each class of Members. At any such adjourned meeting at which a quorum shall be present or represented any business may be transacted at which might have been transacted at the meeting as originally notified.

4.06. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of more than fifty percent (50%) of the percentage values of those votes entitled to be cast of Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Charter of the corporation, or these Bylaws, a different vote is required, in which case such express provision different vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

4.07. Method of Voting; Proxies. Excepting only the Declarant, each Member shall be entitled to one (1) vote for each Lot owned by such Member. No Member, other the Declarant, shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Lot in Buckingham Place to the Board of Directors. The vote of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Lot shall be in the name of two or more persons as Co-owners, all of such persons shall be Members of the corporation and are referred to herein as "Joint Co-owners." Any one of such Joint Co-owners may vote at any meeting of the Members of the corporation and such vote shall be binding upon such other Joint Co-owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Co-owners (in person or by proxy) shall be required to cast their vote as Members. If two or more of such Joint Co-owners are present at any meeting, their unanimous action shall also be required to cast their vote as Members of the corporation.

4.08. Cumulative Voting Denied. Cumulative voting for Directors shall not be permitted.

ARTICLE 5 DIRECTORS

5.01. Management. All corporate powers and the business and affairs of the corporation shall be exercised by, or under the authority of, and the affairs of the corporation managed under the direction of its Board of Directors who may exercise all such powers of the corporation and do all

such lawful acts and things as are not by statute, the Declaration, the Charter, or these Bylaws, directed or required to be exercised or done by the Members.

5.02. Number; Qualifications; Election; Term. The Board of Directors shall consist of not less than three (3) Directors and no more than five (5), each of whom shall be a Member of the Association or a shareholder, member, partner, director, officer, employee, agent or representative of the Declarant, or its subsidiaries or affiliates. The number of directors may be changed from time to time by a majority vote of the entire board of directors, but shall never be less than the number required by law, and shall always be an odd number. In the event there shall be one (1) or more vacancies on the Board at the time a proposal to change the number of directors is pending, the number of directors shall not be changed until such time as all then current vacancies have been filled. Directors must reside in the community and own property in the community.

The initial Board shall be appointed by the Declarant and shall serve at the pleasure of the Declarant until the earlier of: (a) the termination of the Class B Membership pursuant to the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Buckingham Place; or, (b) ten (10) years after the conveyance of the first Lot in Buckingham Place by the Declarant. As soon as may be practicable after the Declarant's right to appoint the Board ends, the Members shall elect the Board of Directors: one (1) of whom shall serve a term of one (1) year, one a term of two (2) years, and one a term of three (3) years. Thereafter, all terms for all Directors shall be three (3) years such that the terms of the Directors are staggered. In the event that there shall be more than three (3) directors serving at any time, no more than two (2) of the directors shall serve on the same staggered term.

Directors shall serve without compensation.

5.03. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any special meeting of the Members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor or successors may be chosen at a special meeting of Members called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

5.04. Place of Meetings. The Directors of the corporation shall hold their meetings, both regular and special within Rutherford County, Tennessee.

5.05. Annual Meetings. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the corporation, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

5.06. Regular Meetings. Regular meetings of the Board of Directors may be held without notice to the Members at such time and place as shall from time to time be determined by the Board.

5.07. Special Meetings. Special meetings of the Board of Directors may be called by the president on five (5) days' notice to each Director, either personally or by mail, facsimile, or email, and special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter, or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

5.08. Quorum. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.09. Committees Having Board Authority. The Board of Directors may, by resolution approved, by vote, or by written consent of a majority of the entire Board, designate an Architectural Control Committee and such other committees as deemed necessary or desirable, each of which shall consist of two (2) or more of the Directors of the corporation. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by statute or the Charter.

5.10. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by the president thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

5.11. Procedure. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

5.12. Managing Agents. The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to Buckingham Place subdivision as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of Buckingham Place subdivision which are not by statute, the Declaration, the Charter or these Bylaws, required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

ARTICLE 6
NOTICES

6.01. Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mails as aforesaid.

6.02. Waiver. Whenever any notice is required to be given to any Member or Director of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 7
OFFICERS

7.01. Number; Titles. The officers of the corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a president and a secretary, who may also serve as the treasurer. Any two (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

7.02. Election. The Board of Directors at its first meeting after each annual meeting of Members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board.

7.03. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary or desirable, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

7.04. Salaries. The officers of the corporation shall serve without compensation.

7.05. Term of Office; Removal. Each officer of the corporation shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

7.06. President. The president: shall be the chief executive officer of the corporation; shall preside at all meetings of the Members and the Board of Directors; shall have general and active management of the affairs of the corporation; shall see that all orders and resolutions of the Board are carried into effect; and, shall perform such other duties as the Board of Directors shall prescribe.

7.07. Secretary. The secretary: shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes by recording all the actions of the board; shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors; and, shall perform such other duties as may be prescribed by the Board of Directors or president. The Secretary shall be under the supervision of the President and Board of Directors. If the corporation has elected to engage the services of a property manager, all Minutes shall be kept on file at the offices of the Management Company then currently acting in such capacity.

7.08. Treasurer. The treasurer of the board or his/her designee, under the direction of the board, shall keep track of the monthly flow of all funds. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, the Treasurer shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. If the corporation has engaged the services of a property manager, the treasurer's duties may be delegated to the property manager and, in such event, all financial reports shall be retained at the offices of the management company then currently acting in such capacity.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.01. Reserves. There may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of Buckingham Place or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

8.02. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.03. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors. Unless otherwise established by the Board, the corporation's fiscal year shall end on December 31 of each and every year.

8.04. Indemnification. The corporation shall indemnify each Director, officer, or employee, or former Director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except for: (a) receipt of a financial benefit to which the director is not entitled; (b) an intentional infliction of harm; (c) a violation of §48-58-302 (unlawful distribution); or, (d) an intentional violation of criminal law. Further, no Director, officer, or employee, or former Director, officer, or employee of the corporation shall be liable to the corporation or its members for money damages for any action taken, or any failure to take any action, as a director, except liability for: (a) the amount of a financial benefit received by the director to which the director is not entitled; (b) an intentional infliction of harm; (c) a violation of §48-58-302; or, (d) an intentional violation of criminal law.

The corporation may also reimburse to any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under bylaw, agreement, vote of Members or otherwise.

8.05. Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

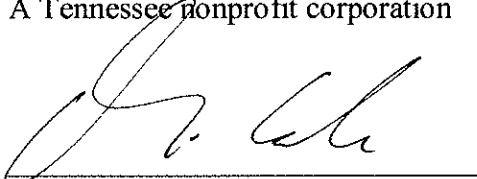
8.06. Amendment of Bylaws. These Bylaws may not be altered, amended or repealed except by an instrument signed by not less than eighty percent (80%) of the Members qualified to vote. All such amendments shall be recorded to be effective. The quorum requirements for any meeting, whether annual or special, where amendment of the Bylaws will be considered shall be the same as set forth in Section 4.05 of these Bylaws.

8.07. Table of Contents; Headings. The table of contents, if any, and headings used in these bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

8.08. Severability. The terms and provisions of this Agreement are severable. Should any term or provision be properly determined to be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remaining terms and provisions, which shall remain valid, legal and enforceable.

IN WITNESS WHEREOF, the undersigned Secretary of the Corporation hereby certifies that the foregoing is a true and correct copy of the Bylaws of Buckingham Place Homeowners' Association, Inc. duly adopted by the Board of Directors on the 12 day of MARCH, 2018.

Buckingham Place Homeowners' Association, Inc.,
A Tennessee nonprofit corporation

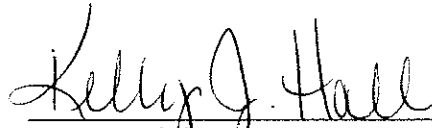


By:
Its: Secretary

STATE OF TENNESSEE
COUNTY OF Rutherford

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared Oliver Constable, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the Secretary of Buckingham Place Homeowners' Association, Inc., the within named bargainor, a corporation, and that he/she as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Secretary.

Witness my hand, at Smyrna, Tennessee, this 12th day of March, 2017.


Notary Public
My Commission Expires: 12/01/2020

