

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
WYNFIELD VILLAGE PUD SUBDIVISION**

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17002268**

40 PGS : RESTRICTIONS	
KELLY GREEN 473854 - 17002268	
01/18/2017 - 03:15:23 PM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	200.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	202.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE

REGISTER OF DEEDS

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EXHIBIT

"A" - Legal Description and Depiction of the Property

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
WYNFIELD VILLAGE PUD SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WYNFIELD VILLAGE PUD SUBDIVISION, is made this ___ day of January, 2017, by Barlow Builders, 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 to be known as “**Wynfield Village**” consisting of single family detached homes with common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in Subdivision and for the maintenance of its Common Areas; 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 the 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 Association for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the Property described in Exhibit “A” attached hereto and such other property as may be subjected to the provisions hereof pursuant to Article III, 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 Property in perpetuity and be binding on all parties having any right, title, or interest in the described Property 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.

Section 1.01 “**Additional Property**” shall mean and refer to any real property that may be brought within the jurisdiction of the Association.

Section 1.02 “**Annual Assessment**” shall mean the assessments levied on all Lots subject to assessment under Article V to fund Common Expenses.

Section 1.03 “**Architectural Control Committee**” or “**ACC**” shall mean the committee appointed by the Board to administer the architectural controls within the Subdivision, as provided in Article VII herein.

Section 1.04 “**Area of Common Responsibility**” means the Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, or other applicable covenants, contracts, or agreements.

Section 1.05 “**Articles**” shall mean the Charter of Wynfield Village Homeowners Association, Inc., filed with the Secretary of State of Tennessee, incorporating the Association as a non-profit 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.

Section 1.06 “**Assessments**” shall mean Annual Assessments, Special Assessments and/or Individual Assessments.

Section 1.07 “**Association**” shall mean and refer to Wynfield Village Homeowners Association, Inc., its successors and assigns.

Section 1.08 “**Board**” or “**Board of Directors**” shall mean the board of directors of the Association.

Section 1.09 “**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.

Section 1.10 “**Bylaws**” shall mean the Bylaws of the Association, as the same may be amended from time to time, pursuant to Section 48-52-101 of the Tennessee Non-Profit Corporation Act.

Section 1.11 “**Class “A” Member**” shall mean each Owner except, during the Development Period, Declarant and any affiliate of Declarant shall not be deemed a Class “A” Member.

Section 1.12 “Class “B” Member” shall mean the Declarant during the Development Period.

Section 1.13 “Common Area” shall mean all real and personal property which the Association owns, leases, or otherwise holds possessory or use rights in for the Owner’s common use and enjoyment.

Section 1.14 “Common Expenses” shall mean the actual and estimated expenses the Association incurs, or expects to incur, for the Owner’s general benefit, including any reasonable reserve the Board may find necessary and appropriate.

Section 1.15 “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Subdivision, or established pursuant to the Design Guidelines, Use Restrictions, or Board resolutions, whichever is the highest standard. Declarant shall establish the initial standard. The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, and subjective elements subject to the Board's or the ACC's discretion. The Community-Wide Standard may evolve as development progresses and as the needs and desires within the Subdivision change.

Section 1.16 “Declarant” shall mean and refer to Barlow Builders, LLC, a Tennessee limited liability company, its successors and assigns if such successors or assigns.

Section 1.17 “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wynfield Village PUD Subdivision.

Section 1.18 “Design Guidelines” shall mean the architectural, design and construction guidelines and review procedures adopted pursuant to Article VIII, as they may be amended.

Section 1.19 “Development Period” shall mean the period commencing on the date on which this Declaration is recorded with the Williamson County, Tennessee Registrar of Deeds and terminating on the earlier of: (a) December 31, 2030, or (b) the day next following the day on which neither the Declarant nor a Builder own any part of the Property.

Section 1.20 “Director” and **“Directors”** shall mean that person or those persons serving, at the time pertinent, as a director and directors of the Association.

Section 1.21 “Easement Area” means areas within certain Lots within the Subdivision that contain a "Sign and Landscape Easement" or similarly denominated easement area within which community signage, landscaping, or other entry features are permitted. Each Easement Area shall be shown on a recorded plat. Declarant grants to the Association a perpetual, non-exclusive easement on, over, under, through, and across such Easement Areas for the maintenance, repair, and replacement of any community landscaping, signage, and entry features installed thereon by Declarant or the Association. The Association shall maintain the Easement Area as a Common Expense in accordance with the Community-Wide Standard. All work associated with the exercise of the easement rights described above shall be performed in such manner as to minimize interference with the use and enjoyment of those portions of a Lot lying outside of the Easement Area. The Association shall use reasonable efforts to confine all work

associated with such easement rights to the Easement Areas; provided, to the extent reasonably necessary to perform such work, access over other portions of a Lot shall be permitted. Upon completion of any work, the Association shall restore any disturbed portion of the Lot, to the extent reasonably possible, to its condition prior to the commencement of the work. No Person shall place or construct any improvement or thing within the Easement Areas without the Association's prior written consent, which consent may be withheld in the Association's discretion, nor shall any Person take any action which otherwise interferes with the Association's exercise of its easement rights under this Section.

Section 1.22 "Individual Assessment" shall mean assessments levied against a particular Owner or Owners in accordance with Article VI.

Section 1.23 "Living Unit" shall mean and refer to any single-family residence constructed on a Lot and intended for use and occupancy as a residence by a single family.

Section 1.24 "Lot" shall mean and refer to any portion of the Subdivision, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as a Living Unit. The boundaries of each Lot shall be as delineated on a recorded plat. Prior to the recording of a subdivision plat delineating Lots within a parcel, such parcel shall be deemed to be a single Lot.

Section 1.25 "Member" shall mean each Lot Owner as provided in Article V hereof.

Section 1.26 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.27 "Person" shall mean an individual, corporation, partnership, trustee, or any other legal entity.

Section 1.28 "Properties" or "Property" shall mean and refer to that certain real property described in and shown as the gray shaded area on **Exhibit "A"** attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to Section 3.03.

Section 1.29 "Special Assessment" shall mean Assessments levied against all Owners, in accordance with Article V.

Section 1.30 "Storm Water Facilities" shall mean and refer to the storm water retention/ detention facilities constructed for the common use and enjoyment of the Owners and which are not maintained by a governmental authority.

Section 1.31 "Subdivision" shall mean Wynfield Village.

Section 1.32 "Supplemental Declaration" shall mean a recorded instrument that subjects Additional Property to this Declaration, identifies Common Area, and/or imposes additional restriction and obligations on land described in such instrument.

Section 1.33 "Use Restrictions" shall mean the restrictions and rules set forth in Article IX, as the same may be supplemented, modified, and repealed pursuant to Article IX.

ARTICLE II.

ASSOCIATION POWERS AND RESPONSIBILITIES

Section 2.01 Acceptance and Control of Association Property. The Association may acquire, hold, mortgage or otherwise encumber, lease (as lessor or lessee), operate, and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses, or operating agreements for portions of the Common Area, for consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by others. Declarant and its designees may convey to the Association, and the Association shall accept, personal property and/or fee title, leasehold, or other property interests in any improved or unimproved real property described in **Exhibit "A."** Upon Declarant's written request, the Association shall re-convey to Declarant any property originally conveyed to the Association for no consideration. The Association shall be responsible for management, operation, and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate.

Section 2.02 Maintenance of Area of Common Responsibility. The Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

- (a) the Common Area, including, without limitation, entry features, recreational amenities, gathering parks and areas, natural areas, sidewalks, and private roadways, if any, within the Subdivision;
- (b) landscaping and sidewalks within or abutting the Subdivision, and, to the extent first approved by the City of Franklin and/or Williamson County, landscaping and sidewalks which may be located within any public right-of-way;
- (c) Easement Areas;
- (d) such portions of any additional property which may be dictated by Declarant, this Declaration, any Supplemental Declaration, or any contract, covenant, or agreement the Association enters into (or which Declarant enters into on the Association's behalf); and
- (e) any property and facilities that Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Declarant shall identify any such property and facilities by written notice to the Association, and they shall remain part of the Area of Common Responsibility until Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property which it does not own, including, without

limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

Without limiting the generality of the foregoing, upon assignment from Declarant, the Association shall assume all of Declarant's (and Declarant's Affiliates') responsibilities with respect to the maintenance and operation of the Common Area and shall indemnify and hold Declarant and its Affiliates harmless with respect to such assumed responsibilities.

The Association shall maintain the facilities within the Area of Common Responsibility in continuous operation, unless Owners representing at least 67% of the Class "A" votes in the Association agree in writing to discontinue such operation, and, to the extent required by applicable law, the Association obtains the approval of the City of Franklin Planning Commission and/or Board of Mayor and Alderman ("BOMA"). Notwithstanding the above, during the Development Period, the Association may not discontinue operation of any facilities within the Area of Common Responsibility, and the Area of Common Responsibility shall not be reduced, except with Declarant's prior written approval.

The approval requirements for discontinuing operation of facilities shall not apply to restrict the Board's ability to establish reasonable operating hours, which may vary by season, or to preclude temporary closures or interruptions in operation as the Board may determine appropriate to perform maintenance or repairs.

Generally, the costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense. However, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or other agreements with such owner(s). The maintenance, repair, and replacement of Limited Common Areas may be assessed as a Specific Assessment against the benefited Lots.

ARTICLE III.

ANNEXATION

Section 3.01 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 City of Franklin, County of Williamson, State of Tennessee, and is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

Section 3.02 Planned Development. Declarant reserves the right to subject all or any part of the Additional Property to the provisions of this Declaration. Such Additional Property shall be annexed to the real estate described in **Exhibit "A"** as provided in Section 3.03 hereof. Notwithstanding the above, nothing contained in this Declaration, in the Bylaws or in any map, picture, drawing, brochure or other representation of a scheme of development of the

Subdivision shall obligate the Declarant to annex any Additional Property to the property described in Exhibit "A."

Section 3.03 Annexation of Additional Property. For a period of twenty (20) years from and after the date this Declaration is filed for record with the Williamson County, Tennessee Registrar of Deeds, Additional Property, may be annexed to the above-described Property by the Declarant without the assent of the Members. Thereafter, such Additional Property may be annexed only with the consent of sixty-seven percent (67%) of the Members. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the Property. The scheme of this Declaration shall not, however, be extended to include any such Additional Property unless and until the same is annexed pursuant to this Section 3.03. Any annexations made pursuant to this Section 3.03, or otherwise shall be made by Supplemental Declaration, or by annexing the Additional Property by reference in a recorded plat executed by the Declarant.

Section 3.04 Additional Common Areas. Declarant shall have the right, from time to time during the Development Period 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. In addition to the foregoing, and subject to the requirements for disposal of Open Space set forth in Section 11.10 herein. the Declarant shall have the right, from time to time during the Development Period, to require the Association to convey to the Declarant, for nominal or other appropriate consideration, and the Association shall convey any such property or interest in property owned by Association, as requested by the Declarant (provided that to the extent required by applicable law, Declarant first obtains the approval of the City of Franklin Planning Commission and BOMA), along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property so conveyed shall not constitute Common Areas. Notwithstanding any other provision in this Section 3.04 to the contrary, no Common Areas denoted as such on the recorded plat or contained within dedicated Open Space may be conveyed to Declarant or any other party besides the Association unless or until the same is removed from dedicated Open Space or Common Area through a revision of the recorded plat.

Section 3.05 Recreational Facilities. Notwithstanding any other provision of this Declaration to the contrary, recreational facilities are not intended be constructed by or on behalf of Declarant.

ARTICLE IV.

PROPERTY RIGHTS

Section 4.01 Owner's Right of Enjoyment. Every Owner and, in the case of rented Living Units, 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 and Bylaws, 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 Section 4.05.

Section 4.02 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws 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.

Section 4.03 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 4.01. Such individuals shall be subject to the rules, regulations and assessments of the Association concerning the use of said areas. 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 outside the Property. 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 is 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.

Section 4.04 Title to Common Areas. The title to any portion of the Property 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 its AS IS, where is condition, without representation or warranty of any type, free and clear of all liens and monetary 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.

Section 4.05 Right to Grant Easements. During the Development Period, the Declarant hereby reserves the right, to grant, on behalf of the Association and without the consent of any Owner, easements, across, through or under the Common Areas. Such easements, which may be either 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. The Association, without the consent of any Owner, shall have the right at

any time to grant easements as set forth in this Section.

Section 4.06 Declaration of Covenants. The owners of the Lots shall be subject to and benefited by this Declaration as supplemented or amended from time to time.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

Section 5.01 Members. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 5.02 Classes of Members; Voting. The Association shall have two classes of voting membership:

(a) Class "A" Members shall be entitled to one (1) vote for each Lot owned. 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.

(b) The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the Bylaws and the Articles, are specified in the relevant sections of this Declaration, the Bylaws and the Articles. In the event that a vote of the Members is required pursuant to terms of the Declaration, the Bylaws and/or the Articles, the Class "B" Member shall be entitled to two hundred (200) votes for each Lot owned by such Member. The Class "B" Member may appoint all of the members of the Board of Directors until the first to occur of the following:

- (i) at the expiration of the Development Period;
- (ii) when one hundred percent (100%) of the approved Lots in Wynfield Village are owned by Members other than Builders and/or the Declarant; or
- (iii) when the Declarant, by duly executed and recorded written instrument, terminates and relinquishes its Class "B" status and agrees to be converted to Class "A" status for each Lot or Lots then owned.

Section 5.03 Exercise of Voting Rights. The Class "A" Members owning Lots shall be entitled personally or by proxy to cast the votes attributable to their respective Lots on any issue requiring a membership vote. If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners holding a majority of the ownership interest in the Lot to be determined among themselves. Any co-Owner may cast the vote for the Lot and majority agreement shall be conclusively presumed unless another co-Owner of the Lot protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Lot's vote shall be suspended if two or more co-Owners seek to exercise it independently.

ARTICLE VI.

ASSESSMENTS

Section 6.01 Covenant for Assessments. 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: (1) Annual Assessments; (2) Individual Assessments; and (3) Special Assessments; such Assessments to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest thereon 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 who was the Owner of such property and Lot at the time when the assessment fell due.

Section 6.02 Annual Assessments. The Annual Assessments levied by the Association are for the purpose of paying the Common Expenses. The Annual Assessment shall be billed in advance on an annual basis unless otherwise directed by the Board. The initial Annual Assessment shall be assessed against each Lot in an amount to be determined by the Board of Directors. The Board of Directors may fix the Annual Assessment at any amount. Subject to the terms herein, the Annual Assessment shall be fixed at a uniform rate for all Lots.

Section 6.03 Individual Assessment. In the event an Owner of any Lot shall fail to maintain such Lot, including the improvements situated thereon, in compliance with the Community-Wide Standard, the Board shall have the right through its agents 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.

Section 6.04 Special Assessment. In addition to the Annual Assessment 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 Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment affecting the Common Areas shall have the approval of sixty-seven (67%) percent of the total number of votes held by Class A Members and the consent of the Class B Members. Any Special Assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies received by the Association as a Special Assessment shall be used solely for the purpose of the Special Assessment. The assessment may be billed in advance on a monthly, quarterly, semi-annual or annual basis.

Section 6.05 Commencement of Assessments. The Annual Assessments shall first become simultaneously with the filing of the Charter of the Association with the Tennessee Secretary of State. The first Annual Assessment may be prorated for the balance of the calendar year and shall become due and payable and a lien as to each Lot on the date of acquisition of the Lot from the Declarant.

(a) 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 such additional property is subjected to the Declaration or at such other date as determined by the Association.

(b) It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the Annual Assessment against each Lot for such assessment period. The Board of Directors shall make reasonable efforts to fix the amount of the Annual Assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open for 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. 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.

Section 6.06 Assessment of Builders and Declarant. Any provision of this Declaration or of the Articles or Bylaws notwithstanding, the Declarant shall not be required to pay the Annual Assessment for any Lots owned by it, and the Annual Assessment shall not be assessed on any Lot owned by a Builder until twelve (12) months after Builder has acquired such Lot. The Declarant and any Builders shall be completely exempt from the obligation to pay the Special Assessments which the Association levies for the purposes set forth in Section 6.04.

Section 6.07 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.

Section 6.08 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 and the Owner of such Lot at the time the assessment became due, his heirs, devisees, personal representatives and assigns.

(a) If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the

same, or foreclose the lien against the property, 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.

(b) In addition to the interest provided above, the Board of Directors in its discretion, may establish a reasonable late charge to be paid in the event of any assessment that is not paid within ten (10) days after due date, provided that such late charge shall not exceed a sum equal to ten (10%) percent of the amount of the assessment which is delinquent by ten (10) days.

Section 6.09 Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate only to the lien of any first mortgage recorded prior to the date of such lien. Sale or transfer of any Lot shall not affect the assessment lien.

Section 6.10 Capital Contribution and Assessment at Closing. Upon closing, or upon request by the Association or Declarant subsequent to closing in the Association's or Declarant's sole discretion, on the purchase of a Lot from a Builder to a third party purchaser, on the purchase of a Lot from Declarant to a non-builder owner, and upon any and all future transfers or closings of the same Lot, the purchaser of such Lot shall be required to pay, in addition to said purchaser's pro-rata share of Annual Assessments and any other amount required by the Board, the sum of fifty percent (50%) of the current calendar year's Annual Assessment as such purchaser's initial capital contribution to the working capital of the Association. In addition, the purchaser shall also pay a fifty (\$50.00) dollar set-up fee to the management company retained by the Association. These assessments may be used by the Association for its operating expenses. Such capital contribution and fee are not an advance payment of assessments, and they will not be held in any sort of trust or reserve account. Additionally, upon closing with a Builder, each purchaser of a Lot shall be required to pay a pro-rata share of the difference in the Annual Assessment payable by Builders versus the amount of the Annual Assessment payable by non-Builders for the balance of the current year. The Declarant shall be exempt from the assessment, capital contribution and fee collected pursuant to this Section 6.10.

ARTICLE VII.

INSURANCE

Section 7.01 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Directors, the officers of the Association and the Owners in a commercially reasonable amount. 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. If commercially reasonable, 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 the negligent acts of the Association, the Board, or other Owners, tenants or occupants.

Section 7.02 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 improvements located within the 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.

Section 7.03 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.

Section 7.04 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 Living Unit shall be responsible for obtaining casualty and liability insurance for his Lot.

Section 7.05 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 may advance such costs in excess of available insurance proceeds. The amount, if so advanced by the Association, shall become a Special Assessment against all of the Lots obligated to pay Special Assessments, 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 VIII.

ARCHITECTURE AND LANDSCAPING

Section 8.01 General Requirements. The following requirements shall be applicable to all Living Units and the Lots upon which such Living Units are located:

(a) Except for Common Areas, no building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling with a private garage. Any such detached single family dwelling consisting of one (1) story shall contain a minimum of two thousand five hundred (2,500) square feet of livable space and any such detached single family dwelling consisting of one-and-one-half (1 1/2) or more stories shall contain a minimum of two thousand eight hundred (2,800) square feet of livable space. "Livable space" as used herein shall not include garages, crawl spaces, closets, attic spaces, or other such spaces. Exceptions can be made by the ACC in its sole discretion.

(b) No garage may be used for any purpose other than parking and storage of the Lot Owner's motor vehicles and personal property and no garage shall ever be permitted to be converted into or used for living space.

(c) All Living Units and their components, including but not limited to the architectural style of such improvements, exterior building materials, color schemes, and all other items related to such improvements, constructed upon any Lot shall be compatible with the overall general architectural scheme of the Subdivision as determined by the ACC and plans and specifications for any such improvement must be submitted to and approved by the ACC in accordance with the provisions of this Declaration, the Charter and the Bylaws prior to the commencement of any construction upon any Lot. Notwithstanding and without limiting the foregoing, residences constructed on any Lot shall be subject to the following: all exterior surfaces shall be brick, stucco or similar material as approved by the ACC provided, however, that an exception may be made for exterior areas upon which it is not feasible to install brick (e.g. soffits, gables, dormers, etc.); no concrete block foundations shall be permitted; no vinyl or aluminum siding shall be permitted (exceptions for fascia and soffit areas may be approved by the ACC in its sole discretion); all other materials for use on the exterior of any residence constructed upon any Lot shall be subject to the approval of the ACC, which approval may be granted or denied in the sole and absolute discretion of the ACC.

(d) 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 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 areas designated as "open-space/landscape easements", "open-space lots" or "natural buffer easements") without the prior written consent of the Declarant or the Association.

(e) Living Units and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate City of Franklin and/or Williamson County, Tennessee governmental authorities and approved by the ACC. All Living Units shall meet the minimum setback provisions as designated on the recorded plat. Existing grades at Lot lines shall not be altered more than one (1) foot without the written consent of the ACC.

(f) Underground and log structures are prohibited.

(g) All driveways shall be surfaced with gray broom finished concrete, with the exception of the driveway located on the future Lot 1 of the Subdivision having frontage on Murfreesboro Road which driveway shall be permitted to remain paved black asphalt. All driveway aprons and sidewalks shall be finished to match the community sidewalks or as approved by the ACC.

(h) Storm water must be disposed of in accordance with drainage plans established by the Declarant, the Association, and the local authorities having jurisdiction.

(i) 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. Notwithstanding the foregoing prohibition, satellite

dishes less than twenty inches (20") in diameter shall be permitted provided that such satellite dishes are mounted on the back of the Living Unit and are not visible from any street. No such satellite dishes shall be mounted on any deck, railing, post, stand, or any other item or appurtenance except the back exterior wall or back roof of any Living Unit. The Association shall be empowered to adopt further rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

(j) Air Conditioning and Heat Pump Equipment shall be located only in side or rear yards. No window units or "through-the-wall" units shall be permitted. Any and all utility services and HVAC facilities and units shall be shielded from view by the home, landscaping, fences, or a combination of the two.

(k) No metal or plastic awnings for windows or doors may be erected or used. Canvas awnings may be used on any Lot only with the prior written approval of the ACC.

(l) 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, 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. Unless otherwise approved by the ACC, fences shall be limited to black aluminum or black wrought iron (which shall be five feet (5') in height). All other fences of every type, nature and kind, shall be expressly prohibited. 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. The ACC shall approve the location and specifications of all fences prior to their installation on any Lot. The term "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. The term "side street", as used herein, shall refer to any street contiguous to any Lot which does not face the front door of the residence. 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.

(m) No exterior carpeting shall be allowed.

(n) All exterior lighting plans shall be submitted to the ACC for approval prior to the commencement of any construction on any Lot. Exterior lighting shall be of the "environmental" type with no spillover light or glare emitted outside the boundaries of such Lot and shall be compatible with exterior lighting used on other Lots within the subdivision. Without limiting or expanding the foregoing, mercury vapor yard lights in excess of 50 watts shall not be permitted on any Lot. This prohibition shall not apply to street lights installed in a right-of-way by the Declarant or a public or private utility provider. The provisions of this Section 8.01(n) shall not apply to Lots or residences used by the Declarant or any Builder as a model home or sales office.

(o) All roofs on residences shall be asphalt shingle. A replacement roof shall be color matched to the original roof. Copper Bay and other standing seam metal porch roofs are permissible provided they are previously approved by the ACC. All roof plumbing vents and stacks shall be located on the rear slopes of roofs.

(p) Original mailboxes, as well as replacement mailboxes, shall comply and be identical to the specifications adopted by the ACC from time to time and at any time.

(q) All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

Section 8.02 Completion or Replacement: 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 or unless an extension of said time for completion may be approved by the ACC. In the event that a residential building is demolished or destroyed, unless otherwise approved by the ACC, the replacement building shall match the approved building and its size and materials must be the same unless such materials are not available. In such case where the like materials are not available, then approval by the ACC is required.

Section 8.03 Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the ACC shall have the authority to grant reasonable variances from the provisions of Section 8.01. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, or its designee, may grant reasonable variances from the provisions of Section 8.01. No variance granted pursuant to the authority of this Section 8.03 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.

Section 8.04 Approval by Declarant. Until such time as Living Units have been constructed on all Lots and such Living Units have received permanent certificates of occupancy, Developer shall maintain full control of the ACC.

Section 8.05 Architectural Control Committee: Architectural Control.

(a) The Architectural Control Committee shall be composed of at least three (3), but no more than five (5), individuals designated and re-designated from time to time (i) by the Declarant until control of the ACC is specifically delegated by the Declarant to the Association, and (ii) by the Association after delegation of such control. The delegation of such control of the ACC shall not be tied to the transfer of control of the Association from the Declarant to the Members, but rather shall not occur until the time set forth in Section 8.04.

(b) The affirmative vote of a majority of the membership of the ACC shall be required in order to adopt or promulgate any rule or regulation, or to make any findings,

determinations, ruling or order, or to issue any permit, authorization or approval pursuant to the directives or authorizations contained herein.

(c) No structure or appurtenance shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless two (2) sets of plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be required by the ACC, but in any event shall include: (i) architectural and/or engineering plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all structures or appurtenances proposed for the Lot; (ii) a site plan of the Lot showing the location with respect to the particular Lot (including proposed front, rear and side setbacks) of all structures and appurtenances, the location thereof with reference to structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and (iii) a landscaping plan describing the type and location of landscaping materials. The ACC shall retain a copy of the plans until completion of such alterations.

(d) Where approval of any item contained in this Declaration may be discretionary with the Board or ACC, such approval may be granted or withheld in the Board's or the ACC's sole and absolute discretion.

(e) The ACC shall have the following right to disapprove any plans and specifications submitted hereunder because of any of the following:

(i) failure of such plans and specifications to comply with any of the provisions set out in this Declaration, the Charter, the Bylaws or other rules and regulations applicable thereto;

(ii) failure to include information in such plans and specifications as may have been reasonably requested;

(iii) objection to the exterior design, appearance or materials of any proposed structure;

(iv) objections to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;

(v) objection to the site plan, grading plan, drainage plan or landscaping plan for any Lot;

(vi) objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk or appropriateness of any proposed structure or appurtenance;

(vii) objection to the parking areas proposed for any Lot on the grounds of (1) incompatibility to proposed uses and structures on such Lot, or (2) the insufficiency of size of parking areas in relation to the proposed use of the Lot;

(viii) failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment and storm water runoff of the Lot; or

(ix) any other matter which, in the judgment of the ACC, would render the proposed structure, appurtenance, or use inharmonious with the general plan of improvement of the Property or with structures, appurtenances or uses located upon other Lots in the vicinity.

(f) Approval of any such plans and specifications shall automatically terminate and be rendered void if construction is not begun within six (6) months after the date of such approval unless the six (6) month period is extended in writing by the ACC, in which event the extended time period shall be applicable.

(g) In any case where the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(h) THE SCOPE OF REVIEW BY THE ACC IS LIMITED TO COMPLIANCE WITH THIS DECLARATION, THE CHARTER, THE BYLAWS AND OTHER RULES AND REGULATIONS RELATED THERETO AND DOES NOT INCLUDE ANY RESPONSIBILITY TO REVIEW FOR STRUCTURAL INTEGRITY, COMPLIANCE WITH BUILDING CODES, ZONING ORDINANCES OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS.

(i) The ACC may promulgate rules governing the form and content of plans and specifications to be submitted for approval or requiring specific improvements on Lots including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and statements of policy may be amended or revoked by the ACC at any time, and no inclusion in, omission from or amendment to any such rule or statement shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the ACC's discretion as to any matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the ACC's discretion to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are substantially submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the structures, appurtenances or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, the Charter, the Bylaws or other rules and regulations related thereto, (ii) that the plans and specifications, as approved, and any conditions attached to any such approval, have been adhered to and complied with in regard to all structures, appurtenances and uses on the Lot in question, and (iii) construction is commenced within the period required by Section 8.05.

(j) In the event the ACC fails to approve or disapprove any plans and specifications submitted as herein provided within forty-five (45) days after submission thereof, the same shall be deemed to have been disapproved.

(k) If any structure or appurtenance shall be altered, erected, placed or maintained upon any Lot, or any new use commenced upon any Lot, other than in accordance with plans and specifications approved by the ACC pursuant to the provisions of the Declaration, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Declaration, and without the approval required herein, and, upon written notice from the ACC or the Board, any such structure or appurtenance so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation.

(l) If the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward removal or termination of such violation within fifteen (15) days after receipt of written notice of such violation from the ACC or the Board, the Declarant or the Association, as the case may be, shall have the right, through its duly authorized agents and employees, to enter upon such Lot and to take such steps as may be reasonably necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Owner of such Lot as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

(m) Any agent or employee of Declarant, the Association or the ACC may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and appurtenances thereon are in compliance with the provisions hereof, and neither Declarant, the Association, the ACC, nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Any such inspection shall be for the sole purpose of determining compliance with the Declaration, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the Owner of a Lot or any third person or entity for any purpose whatsoever; nor shall any such inspection obligate the Declarant, the Association or the ACC to take any particular action, or refrain from taking any particular action, based on such inspection.

(n) Neither the ACC, the Declarant, the Association, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of structures to comply with the requirements of this Declaration, the Charter or the Bylaws, even though a certificate of compliance may have been issued, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefitting therefrom, agree not to sue or make claim against the entities and persons referred to in this Section 8.05 for any cause arising out of the matters referred to in this Section 8.05, and further agree to, and do hereby, release said persons and entities for any and every such cause.

Section 8.06 Site Development. The following provisions shall apply to the

development of the Property and the individual Lots contained therein.

(a) Staking Site. After the plan for the structure is approved by the ACC, as set forth in this Article VIII, the site of the structure must be staked out and such site approved by the ACC prior to cutting or removing any existing tree located on the Lot. It is the intent that all existing trees be saved whenever it is practicable to do so. No existing tree may be cut or removed from any Lot without the prior written approval of the ACC until such time as the building plans, specifications, site plans, and site staking are approved, in writing, by the ACC.

(b) Erosion Control. Erosion control measures shall be taken by the Builder, the Owner of a Lot, or such Owner's contractors, to protect adjacent Lots and the Property during construction on such Lot and thereafter until such time as the soil on such Lot is stabilized. This may be accomplished by any method designed to intercept and filter silt and deleterious material from storm water runoff from such Lot including, but not limited to, the use of temporary retention ponds, silt fencing, and other protective measures. All such erosion control measures must be specified on the Lot grading plan, must be approved by the ACC prior to commencement of any grading activities, and must comply with all rules and regulations of the City of Franklin, Williamson County, or other applicable local government regarding erosion control measures, including, without limitation, Williamson's County's Storm Water Management Regulations. In the event any storm water retention ponds shall be used as erosion control on any Lot, the same shall be completely removed upon completion of construction and stabilization of the soils on said Lot unless such retention pond has been designated as a permanent feature on the grading, site and landscaping plans submitted to and approved by the ACC.

(c) Utility Lines and Appurtenances. All gas, water, sanitary sewer, storm sewer, telephone, cable television, electrical and other such public or private utility pipes, cables, lines, wires, facilities and appurtenances shall be installed underground. No Owner of any Lot shall erect, cause to be erected, or grant any easement or license to any individual or entity giving such individual or entity any right to erect, use or permit the use of any overhead wires, poles or overhead facilities of any kind or nature for any utility service without the prior written consent of the ACC. Nothing contained in this Section 8.06 shall be deemed or construed to prohibit overhead street lighting or ornamental yard lighting where service for such lighting is provided by underground pipes, wires, cables or lines. Where underground utility service to each Lot is provided for the mutual benefit of multiple Owners, no Owner of any Lot so serviced shall commence any construction upon such Lot until such Owner has (i) notified all appropriate utility providers that such construction is proposed, (ii) grants in writing to such utility provider such rights, easements and licenses as may be required by such utility provider in connection with its construction, operation, maintenance and removal of such underground utility, and (iii) otherwise complies with all provisions of this Declaration, the Charter, the Bylaws, laws of the State of Tennessee, local ordinances, and all other rules and regulations of such utility provider and other authorities having jurisdiction concerning such utilities. Where required by such utility provider, all right, title and interest in and to the pipes, lines, wires, cables, facilities and appurtenances, whether serving the Property or any Lot, shall remain with such utility provider and shall not be considered a fixture or fixtures appurtenant to any Lot or the Property.

(d) Landscaping. The landscaping plan for each Lot shall be submitted to the ACC

for approval or disapproval prior to the commencement of any construction or disturbance of any portion of the said Lot. The said landscaping plan shall indicate the proposed type, location, size and quantity of all plant materials, mulch, irrigation systems, and all other items related to such landscaping which are proposed to be installed upon said Lot. The Builder or Owner, as the case may be, shall faithfully execute the landscaping plan as approved by the ACC. In the event such Builder or Owner shall fail to faithfully execute such approved landscaping plan, the Association, by itself or through its duly authorized agents, contractors and employees, shall have the right to enter upon the Lot and execute said approved landscaping plan and all fees, costs and expenses incurred thereby shall be a binding, personal obligation of the Builder or Owner as well as a lien (enforceable in the same manner as a mortgage) upon said Lot. The lien provided in this Section 8.06 shall be valid and enforceable as against any bona fide purchaser (or bona fide mortgagee) of the said Lot.

ARTICLE IX.

USE RESTRICTIONS AND MAINTENANCE

Section 9.01 Restrictions. This Article sets out certain use restrictions that must be complied with by all Owners, occupants, guests, invitees and licensees of the Properties. These use restrictions may be amended only in the manner provided in Section 11.03, regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, adopt, modify, or delete the rules, regulations and restrictions applicable to the Properties. These rules shall be distributed to all Owners prior to the date that they are to become effective, and after distribution, shall be binding upon all Owners, occupants, guests, invitees, and licensees in the Properties until and unless overruled, canceled, or modified in a regular or special meeting by a majority of the total Association vote and the consent of the Declarant during the Development Period. Notwithstanding the above, during the Development Period no rules and regulations which affect the Declarant or a Builder may be adopted, modified, or deleted without the written consent of the Declarant.

The provisions of this Article are intended to be consistent with, and are set forth in order to comply with the Fair Housing Act, 43 U.S.C. § 3601, et seq., as such laws may be amended from time to time and such regulations adopted pursuant to such laws (collectively, the "Fair Housing Acts"), regarding discrimination based on familial status. During the Development Period, Declarant shall have the power to amend Section 9.01 for the purpose of making said Section consistent with the Fair Housing Acts, the regulations adopted under the Fair Housing Acts, and any judicial decisions arising under or relating to the Fair Housing Acts, in order to maintain the intent and enforceability of Section 9.01.

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

(a) Purpose of Property: Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Properties, including business uses ancillary to a primary residential use, except that the Owner or occupant may conduct such ancillary business activities within the residence so long as (a) the existence or

operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties (except that deliveries may be made by couriers, express mail carriers, parcel delivery services, and other such similar delivery services); (c) the business activity conforms to all zoning requirements for the Properties; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (e) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors; and (f) the business activity does not result in a materially greater use of the Common Area facilities or Association services. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

(b) Garages. 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).

(c) 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.

(d) Animals and Pets: No animals, livestock or poultry 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 above, 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.

(e) Signage: No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than four (4) square feet per side erected by an Owner or its duly authorized agent advertising the Lot for sale or lease. Additionally, no signs may be installed by an Owner on the Common Areas. The Association shall have the right to remove any such unapproved sign that is placed on the Property, and in so doing shall not be liable to the owner of the Lot or the sign for trespass or other tort in connection therewith, arising from, or related to such removal. This Section shall not apply to signs used by a Declarant or a Builder to advertise the Property and any Lot during the Development Period.

(f) 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, may designate and engage the services of one household trash collection and disposal service provider to which all Owners shall subscribe for collection and disposal services for the Lot.

(g) Accessory Structures. No permanent or temporary accessory building, tent, storage shed, mobile home, play set, treehouse or free standing greenhouse 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 located in the rear yard and they are not located within the prohibited rear or side yard setback areas and otherwise comply with all zoning and other laws, statutes, ordinances, rules and regulations promulgated by all governmental authorities having jurisdiction. Hot tubs, spas and related appurtenances are also permitted on Lots provided they are located in the rear yard and are not located within the prohibited rear or side yard setback areas and otherwise comply with all zoning and other ordinances and regulations promulgated by the governmental authorities having jurisdiction. No deck, swimming pool, hot tub, spa or related appurtenance shall be permitted to be located in the front or side yard of any Lot. No deck, swimming pool, hot tub, spa or related appurtenances to any of the foregoing shall be permitted unless and until the Owner has received prior written approval by the ACC for the construction and installation of such item.

(h) Basketball Goals. 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 Living Unit on the Lot; (b) they shall have a clear backboard; and (c) the supporting poles shall be black.

(i) Additional Recreational Equipment. 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 and properly shielded from view by the home, landscaping, fences, or a combination of the two. This paragraph shall not apply to the Common Areas or any Lots owned by a Declarant or a Builder and held for sale.

(j) Clotheslines. No clothesline shall be permitted on any Lot and no clothing or other household fabrics shall be hung in the open on any Lot.

(k) Maintenance. Each and every Lot and Living Unit thereon shall be maintained by the Owner thereof in a good manner in accordance with the general standards of maintenance prevailing throughout the Subdivision.

(l) Landscaping. All landscaping on the Lots including any street trees shall be maintained in good condition. In the event any tree located in the front or side yard of a Lot should die or become damaged, the Owner of the said Lot shall, within sixty (60) days after notice from the Association (subject to a reasonable extension for appropriate planting seasons),

remove and replace said tree. Any such replacement tree shall be of a minimum 2" caliper. In the event the Owner of any Lot shall fail or refuse to maintain the landscaping elements on said Lot in good order, and continues to fail or refuse to do so after receipt of written notice from the Association for a period of thirty (30) days (subject to a reasonable extension for appropriate planting seasons), the Association shall have the right, but not the obligation, to enter upon the said Lot and remove, replace or otherwise correct the deficiently maintained landscaping elements and all fees, costs and expenses related thereto shall be a binding, personal obligation of the Owner as well as a lien (enforceable in the same manner as a mortgage) upon said Lot. For purposes of this paragraph, failure or refusal to maintain the landscaping elements in good order shall mean, in the Association's sole and absolute discretion, that such landscaping elements have become diseased, overgrown, or unsightly and shall include, but not be limited to, bushes and hedges have grown to a height or diameter which obscures the view of street traffic or is a nuisance to a neighboring Lot or is unattractive in appearance, mulching has deteriorated, landscape lighting is inoperable, or any other situation which the Association determines to be a detraction from the overall appearance of the Property. Moratoriums or watering restrictions imposed by governing authority on the Owner of a Lot shall be considered when assessing the obligations of the Owner described herein.

(m) Automobiles, Recreational Vehicles, Boats, Trailers.

(i) No recreational vehicle, mobile home, boat, travel trailer, utility trailer, or any other such vehicle or trailer of any kind shall be parked or stored on any Lot, for a period in excess of forty-eight (48) hours during any one 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. All automobiles, trucks, motorcycles, ATV's, three-wheelers, personal water craft, utility trailers, travel trailers, other trailers of any kind or type, recreational vehicles of any kind or type, and other motorized vehicles shall be parked and stored in the garage and no such vehicle or trailer shall be permitted to be parked or stored outside of the garage.

(ii) No vehicle in inoperable condition or unlicensed condition shall be stored on any Lot for a period in excess of five (5) consecutive days during any one (1) calendar month unless the same is in the garage and completely out of view.

(iii) No automobile, truck, motorcycle, or other motorized vehicle of any kind shall be permitted to be parked on any street or in the front or side yard of any Lot. All such automobiles, trucks, motorcycles, and other motorized vehicles shall only be parked in the garage or upon the driveway of the Lot.

(iv) The provisions of this Section 9.01(n) shall not apply to any Lot owned by a Declarant or a Builder and held for sale.

Section 9.02 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.

ARTICLE X.

EASEMENTS AND MAINTENANCE

Section 10.01 Access Easements and Open-space/landscape Easements. All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Areas, including all improvements thereon and for the purpose of inspecting the exterior of Living Units and Lots for compliance with the terms of this Declaration. As set forth on the record plat or plats for the Property, certain Lots may be subject to "open-space/landscape easements" or "natural buffer easements". Such open-space/landscape easements and natural buffer easements 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 an open-space/landscape easement or natural buffer easement, shall be permitted to have access to, or enter onto, such easement area.

Section 10.02 Private Easements for Drainage and Public Utilities. Except as otherwise set forth on the record plat or plats for the Property, all Lots are subject to private easements for drainage and public utilities in favor of the Declarant, the Association and public utility entities. Such 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 easement shall be ten feet (10') in width along such rear Lot line. The Declarant, the Association and public utility entities shall have the right to enter upon any such easement for the purposes of establishing or reestablishing drainage swales in order to control and direct storm water to collection facilities and for installing, maintaining, repairing and replacing any such public or private utilities.

Section 10.03 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, or a Common Driveway, 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.

Section 10.04 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:

(a) 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.

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

(c) 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.

Section 10.05 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.

Section 10.06 Declarant's Reservation of Entry Rights. The Declarant for itself and its assigns, 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.

Section 10.07 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.

ARTICLE XI.

GENERAL PROVISIONS

Section 11.01 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.

Section 11.02 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.

Section 11.03 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 twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by affirmative vote, written consent, or an instrument signed by not less than sixty-seven percent (67%) of the Class "A" Members, and, during the Development Period, the written consent of Declarant. Any amendment must be recorded. 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 owned by a Builder unless the Declarant or any such Builder agrees to said amendment in a recorded writing.

Section 11.04 Right to Amend Documents. Notwithstanding anything contained in this Declaration to the contrary, during the Development Period, this Declaration and the Articles and Bylaws may be amended without the vote of Owners by a written instrument executed by the Declarant for any purpose. 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 Articles and Bylaws by Declarant as provided in the immediately preceding sentence. 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.

Section 11.05 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 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.

Section 11.06 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 Bylaws, 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.

Section 11.07 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.

Section 11.08 Other Associations. 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 to the Subdivision.

Section 11.09 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.

Section 11.10 Open Space Requirements. Notwithstanding anything contained within this Declaration to the contrary:

(a) The Association shall be responsible for obtaining liability insurance, paying local taxes, and maintaining the Common Area, including Open Spaces (as defined herein), recreational and other facilities, for a period of not less than 40 years.

(b) The Association shall not dispose of any Common Area designated as "open space" in the development plans for the Subdivision ("Open Space"), by sale or otherwise (except to an organization conceived and established to own and maintain such Open Space and approved by the City of Franklin Planning Commission) without first offering to dedicate such Open Space to the City of Franklin, any other governmental entity, or a non-profit organization or a similar entity in perpetuity who shall be responsible for managing the Open Space. To ensure adequate management of the Open Space, such a dedication shall be reviewed by the City Attorney for the City of Franklin and may require revision to the recorded plat, in addition to any amendments required by the City's Subdivision Regulations. An offer of dedication of any Open Space, regardless of the type of resources or amenities placed thereon, shall not become the responsibility of the City of Franklin or other governmental entity unless the dedication is formally accepted by the City or other governmental entity by its governing body. The conditions of any transfer shall conform to the officially recorded development plan for the Subdivision.

(c) All Open Space shall be designated as public utility and drainage easements.

(d) The Association shall not be dissolved, except upon disposal of all Open Space as provided in (b) herein above.

(e) Within sixty (60) days after the date that more than sixty-seven percent (67%) of the Lots planned for the Subdivision are owned by Owners other than Builders, a special meeting of the Association shall be called to initiate an orderly process for transfer of control of the Association to the Owners.

(f) By accepting the conveyance of a Lot, all Owners shall become Members of the Association; which Association shall own all Open Space for the mutual benefit of the Members.

(g) All Members shall be responsible for paying a pro rata share of the costs of the Association's operation in accordance with the terms herein for a period of not less than 40 years.

(h) The Association may, in accordance with the terms herein, adjust its Bylaws and structure to meet changing needs.

(i) Subject to the terms herein and such rules as may be promulgated from time to time by the Association, each Owner shall have permanent unrestricted right to use of the Open Space.

(j) If the Association, or any successor organization, shall at any time fail to maintain the Open Space or Common Areas in reasonable order and condition in accordance with the officially recorded development plan for the Subdivision, the City of Franklin may, but is not required to, (1) after giving proper notice to each property owner, bring such Open Space or Common Areas into compliance, and place a lien on all Owners within the Subdivision for their pro-rata share of the cost, plus any administrative fees, or (2) seek to enforce the Association's

non-performance of its obligations and duties (as described herein) or as may be required by the Tennessee Code Annotated, through an injunction or any other civil remedy, with the cost of such enforcement being reimbursed by the Owners, and the City may place a lien on all Owners within the Subdivision for their pro-rata share of the cost, plus administrative fees.

(k) The Declarant shall transfer all Common Area shown by a recorded plat for Wynfield Village to the Association within sixty (60) days of when one hundred percent (100%) of the approved Lots in Wynfield Village are owned by Members other than Builders and/or the Declarant.

ARTICLE XII.

DECLARANT'S RIGHTS

Section 12.01 Transfer or Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Declaration, Bylaws and Articles may be transferred or assigned by the Declarant in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the Bylaws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded at the Register's Office for Williamson County, Tennessee.

Section 12.02 Development and Sales. The Declarant and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Lots, such as sales activities, tournaments, charitable events, and promotional events, and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive Days. The Declarant and authorized Builders shall have easements over the Properties for access, ingress and conducting such activities.

In addition, the Declarant and Builders authorized by Declarant may establish within the Properties on any land or Facilities not owned by the Association, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Lots, including, but not limited to, business offices, model units, tents, sales offices, sales centers and related parking facilities. The Declarant and authorized Builders shall have easements over the Properties for access, ingress, and egress and use of such facilities.

Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

Section 12.03 Common Areas. The Declarant and its employees, agents and designees

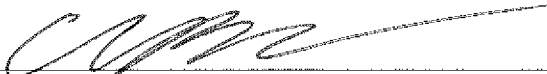
shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Section 12.04 Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, easements, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE AND ACKNOWLEDGEMENT APPEARS ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its signature on the day and year first above written.

BARLOW BUILDERS, LLC,
a Tennessee limited liability company

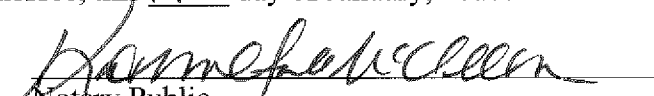

By: Austin B. Pennington, President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared Austin B. Pennington, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Barlow Builders, LLC, the within named bargainer, a Tennessee limited liability company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

Witness my hand, at Franklin, Tennessee, this 17 day of January, 2017.

My Commission Expires: 12-5-2020


Notary Public

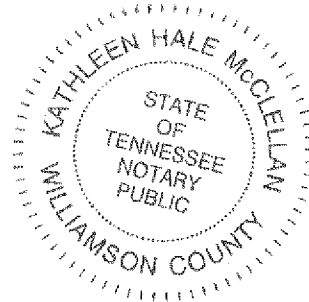


EXHIBIT "A"**Legal Description AND Depiction of the Property**

Land in Williamson County, Tennessee, being Lot 2, as shown on the map entitled Naylor Subdivision, Revision 2, (Resubdivision of Lots 2 & 3), of record in Plat Book P44, page 51, Register's Office for Williamson County, Tennessee.

Being the same property conveyed to Barlow Builders, LLC by Special Warranty Deed from Susan Naylor Moore of record in Book 6721, page 659, Register's Office for Williamson County, Tennessee.

Land in Williamson County, Tennessee, being Lot 2, as shown on the map entitled Naylor Subdivision, Revision 3, Lots 2 & 3/Future Wynfield Village in Plat Book P65, page 95, said Register's Office, to which plan reference is hereby made for a more complete and accurate legal description.

Being a portion of the same property conveyed to Barlow Builders, LLC by Special Warranty Deed from Susan Naylor Moore of record in Book 6721, page 659, Register's Office for Williamson County, Tennessee.

Land in Williamson County, Tennessee, being Lot 3, as shown on the map entitled, Naylor Subdivision, Revision 2 (Resubdivision of Lots 2 & 3), of record in Plat Book P44, page 51, Register's Office for Williamson County, Tennessee.

Being the same property conveyed to Barlow Builders, LLC by Special Warranty Deed from Susan Moore and Sarah Cherry of record in Book 6721, page 655, Register's Office for Williamson County, Tennessee.

Land in Williamson County, Tennessee, being Lot 3, as shown on the map entitled Naylor Subdivision, Revision 3, Lots 2 & 3/Future Wynfield Village in Plat Book P65, page 95, said Register's Office, to which plan reference is hereby made for a more complete and accurate legal description.

Being a portion of the same property conveyed to Barlow Builders, LLC by Special Warranty Deed from Susan Naylor Moore of record in Book 6721, page 659, Register's Office for Williamson County, Tennessee and being the same property conveyed to Barlow Builders, LLC by Special Warranty Deed from Susan Moore and Sarah Cherry of record in Book 6721, page 655, Register's Office for Williamson County, Tennessee.

ALL OF WHICH TOGETHER IS KNOWN AS:

Being a parcel of land located in the 9th Civil District of Williamson County, Tennessee, being lands of Sarah and Susan Naylor described in Deed Book 3498 Page 45, Tax Map 79 Parcel 6.02 and lands of Susan Moore described in Deed Book 1413 Page 481, Tax Map 79 Parcel 6.03, both parcels appearing and recorded in P.B.44, Pg.51 in the Registers Office for Williamson County, Tennessee (R.O.W.C., TN.) and being more particularly described as follows:


Beginning at a concrete monument found along the north margin of Mufreesboro Road (State Highway 96- 66' ROW), and being the southeast corner of Avalyn Berry and Timothy W Swain (D.B. 3509 Page 949, R.O.W.C., TN), and the southwest corner of herein described property; Thence along the East line of Swain, N 07 Deg 45 Min 01 Sec E, a distance of 285.00' to a concrete monument, said monument being the northeast corner of Swain, and the southeast corner of Swain (D.B. 3509 Page 973, R.O.W.C., TN); Thence with the East line of Swain, N 07 Deg 45 Min 01 Sec E, a distance of 466.73' to a ½" iron rod found, the northeast corner of Swain and being found in the South line of Chris and Denise Tabscott (D.B. 5992 Page 983, R.O.W.C., TN); Thence along the South line of Tabscott, N 66 Deg 15 Min 36 Sec E, a distance of 14.45' to a ½" iron rod found, being the southwest corner of Travis and Stephanie Shepherd (D.B. 5271 Page 946, R.O.W.C., TN); Thence along the South line of Shepherd, N 65 Deg 54 Min 04 Sec E, a distance of 73.16' to a ½" iron rod found, being the southwest corner of Kathy B Blalack Revocable Living Trust (D.B. 6007 Page 572, R.O.W.C., TN); Thence along the South line of Blalack, N 62 Deg 51 Min 44 Sec E, a distance of 126.69' to an iron rod set, the southwest corner of Melissa D Staley (D.B. 5654 Page

649, R.O.W.C.,TN); Thence along the East line of Staley and Benjamin and Jessica Maxwell (D.B. 6517 Page 562, R.O.W.C.,TN), N 08 Deg 28 Min 39 Sec E, a distance of 224.38' to a ½" iron rod, being the southwest corner of Ricky and Sue Fry (D.B. 5100 Page 523, R.O.W.C.,TN), and the northwest corner of herein described property; Thence along the South line of Fry, S 85 Deg 18 Min 41 Sec E, a distance of 146.93' to a ½" iron rod found, the southwest corner of Michael and Martha Strickland (D.B. 1502 Page 539, R.O.W.C.,TN); Thence along the South line of Strickland, S 85 Deg 18 Min 35 Sec E, a distance of 72.88' to an iron rod found, the southwest corner of Edward and Barbara Coon (D.B. 823 Page 599, R.O.W.C.,TN); Thence along the South line of Coon, S 85 Deg 20 Min 14 Sec E, a distance of 68.06' to an iron rod set, near a post, the southeast corner of Coon and the north west corner of Gordon and Mina Lee (D.B. 871 Page 160, R.O.W.C.,TN), and the northeast corner of herein described property; Thence along the West line of Lee, S 08 Deg 21 Min 11 Sec W, a distance of 178.18' to a ½" iron rod found, the southwest corner of Paul and Christine Williams (D.B. 1174 Page 691, R.O.W.C.,TN) and the northwest corner of Denise Carringer (D.B. 5120 Page 924, R.O.W.C.,TN); Thence along the West line of Carringer, Kelton Swade (D.B. 2177 Page 15, R.O.W.C.,TN) and Kelly Stewart (D.B. 6237 Page 380, R.O.W.C.,TN), S 08 Deg 57 Min 19 Sec W, a distance of 237.24' to a ½" iron rod found, the southwest corner of Stewart and the northwest corner of James Wolff (D.B. 1123 Page 440, R.O.W.C.,TN); Thence along the West line of Wolff, S 08 Deg 23 Min 36 Sec W, a distance of 61.01' to a ½" iron rod found, being the southwest corner of Wolff and the northwest corner of Gregory and Glenda Mahoney (D.B. 1551 Page 790, R.O.W.C.,TN); Thence along the West line of Mahoney, S 08 Deg 58 Min 28 Sec W, a distance of 58.98' to an iron rod found, being the southwest corner of Mahoney and the northwest corner of Thomas and Denise Brown (D.B. 2019 Page 391, R.O.W.C.,TN); Thence along the West line of Brown, S 08 Deg 30 Min 45 Sec W, a distance of 77.66' to an iron rod found, being the southwest corner of Brown and the northwest corner of Michael and Gail Johnson (D.B. 4773 Page 227, R.O.W.C.,TN); Thence along the West line of Johnson, S 09 Deg 35 Min 47 Sec W, a distance of 62.83' to a 5/8" iron rod, being the northeast corner of George and Jean Bentley (D.B. 1158 Page 242, R.O.W.C.,TN); Thence along the North line of Bentley, N 80 Deg 40 Min 01 Sec W, a distance of 221.02' to an iron rod found at fence post, being the northwest corner of Bentley; Thence along the West line of Bentley, S 08 Deg 40 Min 01 Sec W, a distance of 433.87' to an iron rod set, being the northern margin of Murfreesboro Road (State Route 96- 66' ROW), and the southeast corner of herein described property; Thence along the northern margin of Murfreesboro Road (State Route 96) N 83 Deg 54 Min 01 Sec W, a distance of 179.02' to an iron rod found; Thence continuing along the northern margin of Murfreesboro Road (State Route 96), N 83 Deg 54 Min 44 Sec W, a distance of 50.00' to the **Point of Beginning**, and containing 8.18 acres, this according to a survey by Energy, Land, and Infrastructure on April 16, 2015 as updated and revised on April 15, 2016 and April 21, 2016.

Being the same property conveyed to Barlow Builders, LLC, a Tennessee limited liability company, by Quitclaim Deed from Susan Naylor Moore, also known as, Susan Moore and Sarah Cherry, of record in Book 6721, page 663, Register's Office for Williamson County, Tennessee as corrected by Quitclaim Deed of Correction of record in Book 6986, page 435, said Register's office.

CERTIFICATE OF AUTHENTICITY

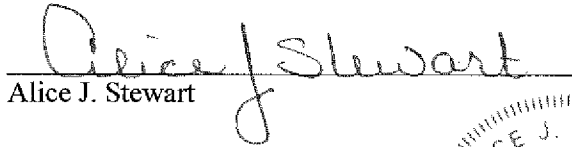
I, Kathleen Hale McClellan, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.


Kathleen Hale McClellan

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before, Alice J. Stewart, a Notary Public for this County and State, Kathleen Hale McClellan, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission Expires: 4/11/2020


Alice J. Stewart

