

THIS INSTRUMENT PREPARED BY
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RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO THE
SUBDIVISION NAMED LEWIS DOWNS, SECTION I, PHASE I

D & M EXCAVATING, LLC, being the owner in fee simple of the real estate that has been subdivided and named LEWIS DOWNS, SECTION I, PHASE I, according to a survey and plat of same made by SEC, Inc., surveyor, which plat is on record in Plat Book 32, Pages 65-66, of the Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind itself, its successors and assigns that all the property described in said Plat Book 32, Pages 65-66, as well as any further properties incorporated therein in the future shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest to be property of any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITION

A. Association. Association shall mean and refer to LEWIS DOWNS HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

B. Owner. Owner shall mean and refer to the record owner (including Declarant), whether one or more person(s) or entities, of a common fee simple title to any lot or unit which is a part of the property, including the contract seller, but excluding those having such interest merely as security for the performance of an obligation.

C. Property. Property (whether singular or plural) means all the land, property and space specifically referred to and designated in this instrument (by amendment or otherwise), and any other lot in LEWIS DOWNS, SECTION I, PHASE I Subdivision, Rutherford County, Tennessee, which owner elects to join the Association according to the specific terms and conditions contained herein, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owner.

D. Common Areas. Common areas shall mean all real property and the improvements thereon owned or maintained by the Association for the common use and enjoyment of the owners. The common area contemplated to be owned by the Association in the future includes, but not limited to, and without limiting the definition

of the Common areas, swimming pool, decorative entrances into the subdivision, street islands, street signs and so forth.

E. Lot. Lot shall mean and refer to any numbered plot of land shown upon any recorded subdivision map for the properties with the exception of the common area and dedicated streets, if any. Title to lots will be held by an owner or owners in fee simple. Proposed lots in future sections which are not now platted and which are added to the subdivision shall automatically become a part of the Association when the first lot is sold in the new platted Section. An Amendment to this Declaration and new or amended Plat shall be recorded simultaneously.

F. Residence of Unit. Residence or Unit shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

G. Board of Directors or Board. Board of Directors or Board shall mean the governing body of the Association as provided in this instrument, the Articles of Incorporation and the By-laws thereof.

H. Member. Member shall mean and refer to every person or entity who holds membership in the Association.

I. Declarant. Declarant shall mean and refer to D & M EXCAVATING, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development. Declarant shall be synonymous with developer for the purposes of this Declaration.

J. Common Expenses. Common expenses mean and include (a) expenses of administration, operation, management, repair or replacement of the common areas of the project; (b) expenses declared common by the provisions of the Declaration, or the Charter, or the By-Laws of the Association against the common areas of the project; (c) all sums lawfully assessed by the Board; and (d) expenses as provided in any duly authorized management agreement.

K. By-Laws. By-Laws means the By-Laws of Lewis Downs Homeowner's Association, Inc.

L. Plat. Plat means the plat survey of the Property of record in Plat Book 32, Pages 65-66, Register's Office of Rutherford County, Tennessee, showing the number of each Lot and expressing its area, location and other data necessary for identification and any new or amended plats added pursuant to this Declaration. Developer is authorized and empowered irrevocably to amend the plat (without joinder of any Lot Owner) to reflect as-built construction, to correct mistakes and to more clearly define common elements.

M. Majority or Majority of the Lot Owners. Majority or Majority of the Lot Owners means the owners of more than fifty (50%) percent of the undivided membership in the Association present and then eligible to vote. Any specific percentage of Lot Owners means that percentage of Lot Owners who in the aggregate own such specified percentage of the entire undivided membership in the Association, present and then eligible to vote.

N. Documents. Documents means this document which may hereinafter be referred to as Declaration, the Articles of Incorporation, the By-Laws, the Plat and any amendments of supplements thereto.

ARTICLE TWO

THE ASSOCIATION

A. Organization:

1. The Association is a non-profit Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (i) members of the Association; or (ii) officers, directors, agents, representatives, or employees of Declarant, or a successor to Declarant.

B. Membership:

1. Qualifications: Each owner (including Declarant) of lots in the property specifically referred to in paragraph one hereinabove shall automatically be a member of the Association, and shall be entitled to one(1) membership for each lot or unit owned.

2. Member Rights and Duties: Each member shall have the rights, duties and obligations set forth in the applicable LEWIS DOWNS, SECTION I, PHASE I documents.

3. Transfer of Membership: The Association membership of each owner (including Declarant) shall be appurtenant to the lot or unit giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon the transfer of title to said lot or unit, and only to the transferee of the title to such lot or unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a lot or unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

C. Voting Rights – Members, Classes of Members

1. Class A Members. Class A members shall all be owners with the exception of the Declarant, but in no event shall more than one (1) vote be cast with respect to any lot or unit in this class.

2. Class B Members. Class B members shall be the Declarant and any successor thereto, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

D. Duties of the Association.

The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions (subject to the provisions of this Declaration), to do and perform each and every one of the following for the benefit of the owners and for the maintenance, administration and improvement of the properties.

1. Additional Lands. Accept as part of the property all real estate annexed or added pursuant to this Declaration, and accept all owners thereof as members of the Association, subject to the membership requirements set forth herein and in the By-Laws. Accept all additional new platted sections on the same terms as the sections specifically referred to in paragraph one hereinabove.

2. Enforcement. Take such action, whether or not expressly authorized herein or in any other governing instruments, as may reasonably be necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions, and other provisions of this Declaration, and the other LEWIS DOWNS, SECTION I, PHASE I documents.

3. Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the common area, together with all easements for operation and maintenance purposes and for the benefit of the Association or its members over and within the common area and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair, and to maintain any parking areas free and clear of obstructions and unsafe conditions for vehicular use at all times.

4. Water and Other Utilities. To acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone, gas, and other necessary utility services for the common area.

5. Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring a payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration, in as much as the interest of each owner to use and enjoy the common area appurtenant to such owner's lot and/or unit that the value of the interest of each owner in such Common Area shall be included in the assessment for each lot and/or unit, and, as a result, any assessment directly against such common area should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various lots and/or units.

6. Dedication for Public Use. Upon being directed by Declarant or its successor to do so, as long as Declarant is a class B Member, to promptly dedicate such streets, roads and drives, and such water, sewer or other utility lines or facilities, and appropriate easements as may be specified by Declarant or its successors to such municipalities, utility companies, political subdivisions, public authorities, or similar agencies or bodies as may be designated by Declarant or its successor.

7. Insurance. To obtain and maintain insurance as provided for by either the By-Laws, this Declaration or the mortgagee protective agreement, referred to in later sections of this Declaration.

8. Rule Making. To make, establish, promulgate, amend and appeal the Association rules as provided for by this Declaration and the other Association documents, except as otherwise provided.

9. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the Association rules.

10. Execution of a Mortgagee Protective Agreement. Upon being directed to do so by Declarant, or by a successor to Declarant, during the period in which Declarant is continuing to develop this project or other areas to be annexed into this project, to execute and cause to be recorded from time to time written agreements in favor of holders or insurers of mortgages secured upon portions of the properties, conditioning specified actions of the Association upon specified mortgagee approval, permitting such mortgages or insurers to take certain actions upon the failure of the Association to take specified action or conforming LEWIS DOWNS, SECTION I, PHASE I documents to the requirements of such mortgages or insurers, providing that any such agreements do not contravene the requirements of LEWIS DOWNS, SECTION I, PHASE I documents or any applicable law.

E. Powers and Authority of the Association:

The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Tennessee, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the expense of any of the express powers of the Association, including the following which are listed without intent to limit the foregoing grant:

1. Assessments: To levy assessments on the owners of lots and units and to enforce payment of such assessments, all in accordance with the provisions of this Declaration. Upon the close and transfer of the lot or unit, the transferee shall pay to the Homeowner's Association the sum of \$350.00 as a transfer assessment and a \$150.00 set-up fee to the management company.

2. Right of Enforcement: To enforce in its own name, on its own behalf or on behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any LEWIS DOWNS, SECTION I, PHASE I covenants, conditions, obligations or duties and to enforce, by mandatory injunction or otherwise, all the provisions of the Declaration, Articles and By-Laws.

3. Easements and Rights of Way: To grant and convey to any third party, easements and rights of way in, on, over, or under the common area for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder; (i) overhead or underground lines, cables, wires, conduit or other devices for the transmission of electricity and for lighting, hearing, power, telephone, television, radio, and audio antennae facilities, and for other appropriate purposes; (ii) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas improvements of facilities.

4. Employment of Manager and Employees: To employ the services of any person or corporation as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board, and to enter into contracts for such purpose. Such manager and employees shall have the right of ingress and egress over such portion of the properties as is reasonably necessary for the purpose of performing such business, duties and obligations.

5. Mortgagee Protective Agreements: To execute and cause to be recorded from time to time, agreements in favor of holders or insurers of mortgages secured upon portions of the properties. Such agreements may condition specified action relevant to this Declaration of the activities of the Association upon approval of a specified group or number of mortgage holders or insurers. Actions and activities which

may be so conditioned by such agreement may include, but shall not be limited to, the following: (i) any act or omission which seeks to abandon, partition, subdivide, encumber, sell, or transfer the common area, or any other real estate or improvements owned, directly or indirectly, by the Association for the benefit of any lots or units; (ii) any change in the method of determining the obligations, assessments, dues, or other charges which may be levied against the owners of lots and/or units; (iii) any act or omission which may change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance or exterior maintenance or improvements erected upon the properties, or the maintenance of party walls, party fences, driveways, or the upkeep of laws of plantings located upon the properties; (iv) the common areas; (v) use of hazard insurance proceeds for losses to any improvement erected upon the common areas for other than the repair, replacement or reconstruction of such improvements; (vi) the failure to maintain the types of insurance amounts, forms, and covering risks as specified by such mortgage holders or insurers; (vii) permitting holders of specified mortgages on lots and/or units to jointly or singularly, pay taxes or other charges which are in default which may have become a charge against the common area, to pay overdue premiums on hazard insurance policies, and to secure new hazard insurance coverage on the lapse of any such policy for such property, and permitting mortgages making any such payments to recover the amount thereof from the Association.

6. Right of Entry: Without liability to any owner of a lot or unit, to cause its agents, independent contractors, and employees, after reasonable notice or without notice in the event of an emergency, to enter upon any lot or unit for the purpose of enforcing any of the rights and powers granted to the Association in the documents, and for the purpose of maintaining or repairing any portion of the properties, if for any reason whatsoever the owner thereof fails to maintain it in good condition and repair, and so as to present an attractive exterior or appearance as required by the documents, or as reasonably required to promote or protect the general health, safety and welfare of the residents and users of the properties.

7. Maintenance and Repair Contracts: To contract and pay for or otherwise provide for maintenance, restoration and repair of all improvements, of whatsoever kind and for whatsoever purpose from time to time, located upon or within the common areas or as required for exterior maintenance, sidewalks or lot clean-up in the event owner fails to maintain as required.

8. Insurance: To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of this Declaration or any By-Laws, as the Association shall deem to be appropriate for the protection or benefit of the Association, the members of the Board, the members of any standing committee, their tenants or guests, including but without limitation, fire and extended coverage insurance covering the common areas, liability insurance, workers' compensation insurance, and performance or fidelity bonds.

9. Utility Service: To contract and pay for, or otherwise provide for, utility service, including, but without limitation, water, sewer, garbage, electrical, telephone, and gas service.

10. Professional Services: To contract and pay for, or otherwise provide for the construction, reconstruction, repair, replacement or refinishing of any roads, drives or other paved areas upon any portion of the properties not dedicated to any governmental unit and on the lots in the event the owners fail to keep such paved area maintained and repaired.

11. Protective Services: To contract and pay for, or otherwise provide for, fire, security and such other protective services as the Association shall from time to time deem appropriate for the benefit of the properties, the owners and their guests.

12. General Contracts: To contract, and pay for, or otherwise provide for, such materials, supplies, furniture, equipment, and labor as and to the extent the Association deems necessary.

13. Liens: To pay and discharge any and all liens from time to time placed or imposed upon any common areas on account of any work done or performed by the Association, and in the fulfillment of any of its obligations and duties of maintenance, repair, operation, or administration.

14. Condemnation: The Association shall represent the owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, or acquisition of any of the common area or any part thereof. In the event of a taking or acquisition of part or all of the common area by any condemning authority, the award or proceeds of settlement shall be paid to the Association for the use and benefit of the lot or unit owners and their mortgages, as their interest may appear. All owners, by the acceptance of a deed conveying a lot or unit, irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with any condemning authority in any condemnation proceeding. Title to the lots or units is declared and expressly made subject to such irrevocable appointment of the power of attorney. Any distribution of funds in connection with the termination of a project shall be made on a reasonable and equitable basis by the Board, or by a special committee appointed by the Board for that purpose.

ARTICLE THREE

PROPERTY RIGHTS

A. Owner's Easement of Enjoyment.

Every owner in addition to a perpetual unrestricted right of ingress and egress to his own lot which passes with title shall have the right and easement of enjoyment in and

to the common areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

1. The right of the Association to permit the use of, and to charge reasonably admission and other fees for the use of, any recreational facilities situated upon the common area, and to limit the number of guests and adopt rules regulating the use and enjoyment of the common area.

2. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period in which any assessment against his lot or unit remains unpaid, and for a period not to exceed sixty (60) days after notice and hearing, as may be provided for in the By-Laws, for an infraction of its published rules and regulations.

3. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for the purpose of providing utilities or any similar purpose.

B. Delegation of Use

Any owner may delegate, in accordance with the By-laws, his rights of enjoyment of the common area and the facilities to the members of his family, or contract purchaser, who reside on the property.

C. Parking Rights

The use of parking areas within the common area, together with the terms and conditions with regard to such use, shall be subject to the Association rules as same are in effect from time to time.

D. Land Use

No lot unit, unless shown on plat as a commercial area, shall be used except for residential purposes.

ARTICLE FOUR

COVENANTS FOR MAINTENANCE ASSESSMENT

A. Creation of the Lien and Personal Obligation of Assessments:

1. The Declarant, for each lot or living unit owned within the properties, each and every owner of any lot specifically contemplated and referred to hereinabove, and each owner of any lot already platted and are owned who chooses to become a member of the Association, hereby covenants by acceptance of a deed therefore, or the choice to become a member of the Association according to the specific

terms, conditions and covenants contained herein, whether or not it shall be so expressed in any deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges assessed either monthly, quarterly, or annually depending upon the decision of the Board of Directors; and (2) special assessments for capital improvements or losses, such assessments to be established and collected as hereinafter provided.

2. All assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land, and shall be a continued lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessment shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any owner personally obligated from his personal liability.

B. General Assessments

1. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties, the improvement, operation and maintenance of the common area, and of the homes situated on the properties, the duties and exercises of the powers of the Association, the payment of the proper expenses of the Association, and all costs incurred in the performance by the Association of its duties, and the establishment of reasonable reserves for the maintenance, repair and replacement of roads and other improvements upon the common area.

2. General assessments levied by the Association for each fiscal year shall be adequate to finance the operation and activities of the Association, to satisfactorily maintain the common area, and maintain adequate repair and replacement reserves.

C. Special Assessments for Capital Improvements

In addition to the annual assessment authorized above, the Association may levy in any calendar year, a special assessment, applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy in a meeting duly called for this purpose.

D. Notice and Quorum for Any Action Authorized Under Section B and C

Written notices for any meeting called for the purpose of taking any action authorized under Section B. and/or Section C., shall be sent to all members not less than

thirty (30) days nor more than sixty (60) days in advance of the meeting, and shall state the purpose of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

E. Rate of Annual Assessment

Annual assessments must be fixed at a uniform rate for all lots or units and may be collected on a monthly basis or otherwise at the discretion of the Board.

F. Date and Commencement of Annual Assessment

1. The annual assessments provided for herein shall commence as to all lots or living units on the first (1st) day of the month following the conveyance of the common area. The first annual assessment shall be \$300.00 and shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment of every owner subject thereto. Written notice of such assessment shall be sent to every owner subject thereto at least thirty (30) days in advance of each annual assessment, but failure to fix or to notify shall not constitute a waiver of this right or of owner's obligation to pay. The due date shall be the 1st day of January of each year. If the annual assessment is not paid by the 15th day of January of each year, then the owner of said lot shall pay a late penalty of \$50.00 in addition to the charges stated in Section G below.

2. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth when the assessment on a specified lot or unit has been paid. A properly executed certificate of the Association as to the status of the assessments on a lot or living unit is binding upon the Association as of the date of its issuance.

G. Effect of Non-Payment of Assessments, Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and shall be a lien against the lot or unit, and shall further be the personal obligation of the person owing the lot or unit at the time the assessment comes due. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his lot or unit.

1. And now, for the purpose of better and more effectually securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and payments thereof, as they become due, and for the consideration of One Dollar paid in cash, receipt of which is acknowledged, the said Lot Owners, their heirs, administrators, successors and assigns, hereinafter referred to as trustors, hereby transfer and convey unto B. Jo Atwood, Trustee, his successors and assigns, the real estate hereinbefore described and specifically the property owned by the owner subject to this Declaration, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts.

Trustors agree to pay their prorata share of Common Expenses when due and further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens (except a First Mortgage or Deed of Trust) which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation pursuant to the requirements of this Declaration and the rules and regulations and adopted by the Association, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable to trustors upon demand of the trustee or lawful owner or holder of said indebtedness and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear interest at the rate of eighteen percent (18%) per annum, or at the then highest contract rate of interest then legally collectible in Tennessee from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay their prorata share of Common Expenses aforesaid when due, and pay any and all sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any payment thereof, or interest thereon, is not paid promptly when due, or if failing to pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three publications in any newspaper, daily or weekly, published in Rutherford County, Tennessee, to sell said property at the east door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity or right (statutory or otherwise) of redemption, homestead, dower, spouse's

elective share and all other rights and exemptions of every kind, which are hereby expressly waived, and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In the case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the full and complete satisfaction of the interest of the first mortgage holder, unless arrangements have been made for the assumption of the first mortgage by the subsequent purchaser.

2nd. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorneys fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

3rd. To the payment of all taxes which may be unpaid on said premises.

4th. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

5th. The residue, if any, will be paid to Trustor(s) legally entitled thereto, their order, representatives or assigns.

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

The word "Trustors" when used herein shall apply to parties both singular and plural.

H. Subordination of the Lien to Mortgages

1. This transfer and conveyance, and the lien for common expenses payable by a Lot Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a recorded First Mortgage or Deed of Trust on the interest of such Lot Owner, regardless of whether the First Mortgage or Deed of Trust was recorded before or after this instrument, except for the amount of the proportionate share of

common expenses which become due and payable from and after the date on which the Mortgagee or Beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. While the lien for assessments may be extinguished, the personal indebtedness therefore shall remain and be the personal obligation of the Lot Owner who owned the lot when the assessment came due. Any delinquent assessments (after lien extinguishments) may be reallocated and assessed among all Lots as a common expense. This subparagraph shall not be amended, changed, modified or rescinded except for the appointment of a substitute Trustee without the prior written consent of all First Mortgagees and Beneficiaries of record.

2. For the purposes of this section, a sale or transfer of a lot or unit shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title.

I. Exempt Property

All property dedicated to, and adopted and accepted by a local public authority, and all properties owned by charitable or non-profit organizations exempt from taxation by the laws of the State of Tennessee, shall be exempt from the assessments created herein. However, no land or improvements devoted to any dwelling use shall be exempt from said assessments in any case.

J. Mortgage Protection Clause

No breach of the covenants, conditions or restrictions herein contained for the enforcement of any lien provisions herein shall defeat or render invalid the lien of any prior mortgage given in good faith and for value, but said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or other judicial sale, or in lieu of such of any prior mortgage.

K. Owners Shall Indemnify and Hold Harmless

Each owner shall indemnify and hold harmless each of the other owners and the Association from any liability arising from the claim of any lien claimant or judgment debtor against the lot or unit of any other owner of the common area. The Association or any affected owner may enforce this obligation, which includes reasonable costs and attorney's fees, in the manner of a special assessment or by action at law including all rights granted to the Association under Article Four.

Notwithstanding the prior provisions of this Article Four; the Declarant shall be exempt from 75% of all assessments and shall pay for each lot he owns only 25% of all such assessments and costs of each and every kind levied by the Association.

ARTICLE FIVE

ARCHITECTURAL CONTROL

The Declarant hereby affirmatively states and affirms the exclusivity and esthetic beauty, charm and uniqueness of LEWIS DOWNS, SECTION I, PHASE I, Rutherford County, Tennessee, because of the exclusivity of the subdivision and the critical importance to all owners in the subdivision of purchasing property and building homes or purchasing existing homes in the subdivision based upon strict architectural controls, the Declarant reaffirms the necessity of an Architectural Review Committee and specific rules, restrictions and guidelines for the construction of any improvement on any lot in LEWIS DOWNS, SECTION I, PHASE I.

Any annexed or amended thereto by their purchase of said lot specifically agrees that the lot owner has read and fully understands the provisions contained herein pertaining to the Architectural Review Committee and the rules, restrictions and guidelines pertaining to architectural review and agrees to be bound by all decisions of the Architectural Review Committee which are in the sole discretion of the committee and in all cases shall be final and binding upon any lot owner.

A. Approval of Plans and Architectural Committee

1. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or other improvement of any nature on any lot shall be constructed or undertaken without obtaining the written approval of the Architectural Control Committee. The Architectural Control Committee shall be initially composed of Brian Morris and Brent Davis. Brian Morris shall serve a term on the Committee ending July 30, 2009 and Brent Davis shall serve a term on the Committee ending July 30, 2010. All subsequent persons appointed to the Architectural Control Committee shall serve a three (3) year term. All future Committee members must either own, in their name or jointly with their spouse or corporate entity a lot (whether improved or unimproved) in LEWIS DOWNS, SECTION I, PHASE I. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor to fill the unexpired term. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Review Committee for all existing platted sections of LEWIS DOWNS, SECTION I, PHASE I, shall be the same Architectural Review Committee specifically referred to herein. For this purpose, the property specifically referred to in paragraph one hereinabove and which property is specifically designated and contemplated herein shall be subject to all rules and regulations of an architectural committee which shall consist of two (2) or more representatives appointed by the Board, which shall have full authority to review and act upon requests for approval of such requests. The existing Architectural Review Committee for all existing platted sections of LEWIS DOWNS, SECTION I, PHASE I, shall be the same Architectural Review Committee specifically referred to herein. The Architectural Review shall have full authority to review and act upon requests for approval of construction referred to

hereinabove. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, the applicant must submit a set of plans and specifications with a written request for their approval. The Architectural Committee shall be the sole arbiter of same and may withhold approval for any reason including purely esthetic consideration in the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Each owner acknowledges that the décor, color, scheme and design of the property has been selected in such a manner as to be consistent and harmonious with other units in the subdivision and agrees to maintain and perpetuate the visual harmony of the properties.

2. Should any lot owner deviate in any manner or respect whatsoever from the specific and detailed plans and specifications submitted to the Architectural Review Committee during construction without the express written consent of the review committee, the Association is empowered to obtain a temporary restraining order or injunction immediately halting the construction of said improvements and shall further be empowered to require said lot owner to remove change or modify any deviations from the plans and specifications. Should the Association be required to take said legal action, the lot owner shall be responsible for all court costs and attorney's fees of said legal action which shall be a charge on the land and shall be a lien on the property against which said legal action is taken by the Association. Each said cost and/or attorney's fee shall also be the personal obligation of the person who was the owner of said property at the time of the action and against whom the action was taken by the Association. Should a lien be required to be filed by the Association as contemplated herein, the Association may fully exercise all rights given to it in the other sections of this document including requesting that the lot and any improvements thereon be sold by the Court to satisfy all attorney's fees and court costs required as a result of the action to enforce the rules, regulations, restrictions, and conditions imposed on the lot by the Architectural Review Committee.

ARTICLE SIX

INSURANCE

A. Casualty Insurance on Insurable Area

The Association shall keep all insurable improvements, fixtures, and the common area insured against loss or damage by fire for the full insurable replacement costs thereof, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable, as well as a general liability insurance policy covering all common areas with a coverage of at least One Million Dollars (\$1,000,000.00) for bodily injury or property damage for any single occurrence, as well as coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party. All policies shall provide that they may not be canceled or substantially modified without ten (10) days written notice to all insured, including the mortgages. The Association shall also insure any other property whether real or personal,

owned by the Association, against loss or damage by fire or casualty and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Any insurance coverage with respect to the common area or otherwise shall be written in the name of, and the proceeds thereof, shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all such insurance carried by the Association are common expenses included in the common assessments made by the Association.

B. Replacement or Repair of Property

In the event of damage to or destruction of any part of the common area improvements, the Association shall repair or replace same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot or unit owner.

C. Other Insurance

The Association may also maintain and pay for insurance policies or bonds that are appropriate for the protection and benefit of the Association, members of the Board and any standing committee, tenants or guests, including, but without limitation, workers' compensation, malicious prosecution, automobile non-ownership insurance, and performance or fidelity bonds.

D. Annual Review of Policies

All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of property which may be damaged or destroyed.

E. Hazard, Flood and Fire Insurance

Each owner shall obtain and maintain in effect fire and appropriate extended insurance coverage, and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each unit owned by such owner, which insurance shall be subject to such additional requirements as may be established from time to time by the Board or the Association by resolution. Such additional insurance requirements may be set forth in agreements or other undertaking which the Board or Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the properties.

F. Obligation to Repair and Restore

1. Subject only to the rights of institutional holder of the first mortgage lien on the damaged unit, insurance proceeds from any insurance policy covering a unit shall be first applied to the repair, restoration or replacement of such unit. Each owner shall be responsible for the repair, restoration or replacement of each unit owned by such owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and in currently generally accepted design criteria) be generally harmonious with the other LEWIS DOWNS, SECTION I, PHASE I units, and reconstruction must be consistent with plans approved by the appropriate architectural control committees. Such repair will be commenced as soon as possible.

G. Association Rights

If any owner fails to obtain the insurance required in this Article, or fails to pay the premium therefore when and as required, or fails to otherwise perform the obligations of an owner under this Article, the Association may (but shall not be obligated to) obtain such insurance, make such payments for any such owner, and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to the general assessment of such owner in a like manner as a general assessment.

H. Proof of Insurance

Each owner shall provide the Association with a copy of an appropriate insurance policy and a paid receipt thereof, showing that the owner has proper hazard and extended insurance coverage. Failure to so provide such insurance proof on an annual basis or at such other times as the Association may reasonably require will be construed as a default of the obligations under this Article, and the Association may take whatever reasonable steps it deems necessary, including the procurement as set forth above. All such insurance shall contain a provision for the notification of the Homeowner's Association, and each mortgage holder named in the mortgage clause, at least ten (10) days prior to the cancellation, or substantial change, of coverage. Nothing herein shall be construed so as to require the Association to procure, insure or be a guarantor that insurance is procured or in force on any lot.

I. Notice to First Mortgagees

In the event of substantial damage to or destruction of any part of the Common Elements, the institutional holder of any first deed of trust or mortgage on a lot will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Property will entitle the owner of a Lot or other party to priority over such institutional holder with respect to the distribution to such Lot of any insurance proceeds.

ARTICLE SEVEN

EXTERIOR MAINTENANCE

A. Maintenance of, repairs to and replacement to the common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements to the Common Elements shall be part of the common expenses, subject to the By-laws, rules and regulations of the Association. If, due to the act or neglect of a Lot Owner, or of his agent, servant, tenant, family member, invitee, licensees or household pet, damage shall be caused to the Common Elements to the sidewalks, or to a Lot owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such lot owner shall pay for such damage or such maintenance, repair or replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier or to the extent any such claim raises insurance premiums.

In addition to the utility and maintenance easements as may appear on the Plat, the authorized representatives of the Association, board of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of any individual lot in the event of an emergency, or in connection with maintenance of, repairs or replacements of the Common Elements or any equipment, facilities or fixtures affecting or serving other lots and the common Elements or to make any alteration required by any governmental authority.

All mail boxes must be of black wrought iron construction and approved by the Architectural Review Committee.

B. Each lot owner must construct, furnish, maintain and repair a mailbox of uniform design and placement, to be determined by the Architectural Committee (or Board acting as such committee), at his separate expense and must maintain the same.

C. Each lot owner is responsible for all exterior maintenance on his own lot. Each owner shall repair, maintain or replace all exteriors on any building in a good and timely manner. Additionally all landscaping, plants, shrubs, driveways, walks, yards, sidewalk adjacent to the street, etc. shall be maintained in a neat, orderly condition and in a good state of repair and maintenance. All exterior maintenance, including painting shall be done in the color, method and design that is suitable and approved by the Architectural Committee. The Architectural Committee can base its decision solely on esthetic considerations.

ARTICLE EIGHT

USE RESTRICTION

Land Use and Building Type

The following restrictions are in addition to the restrictions and conditions on lot usage's aforementioned:

1. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family.
2. No lot shall be resubdivided, but shall remain as shown on the recorded plat. It is permissible, however, for one residence to be constructed on more than one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots.
3. No noxious or offensive activity shall be conducted upon any lot or unit nor shall anything be done thereon which may be or become annoying or a nuisance to the neighborhood.
4. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose.
5. No trailer, basement, tent, shack, garage, barn, modular home, prefabricated home or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
6. No sign of any kind shall be displayed on any lot except one non-illuminated sign of not more than four square feet advertising the property for sale or rent.
7. Garbage and Refuse Disposal. No lot or unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All such containers for the storage of such material shall be kept in a neat, clean and sanitary condition.
8. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the common area or lots and living units nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
9. Commercial Businesses. No commercial business may be maintained on the common area or on the lots.
10. Alterations. Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Association. No

landscaping shall be altered or disturbed on the common area without prior written approval of the Board.

11. The Board is authorized to adopt rules for the use of the common areas and such rules shall be furnished in writing to the owners. All such use of the common areas shall be subject to said rules as adopted.

12. Driveway. Driveway surface material, constructions and design, must be approved by the Architectural Committee. In no event shall driveways be unfinished or paved with asphalt. Driveways must be of concrete or other materials approved by the Architectural Committee, and all driveways must be completed prior to occupancy. Prior to and during all phases of constructions, there shall be on the lot at least a temporary driveway of gravel material adequate to prevent mud-tracking unsightliness in the subdivision.

13. (a) All residences constructed on the above described property shall be single family residences constructed with one hundred (100%) percent brick or stone or both including the gable ends. Other areas above the roof line may be of vinyl, masonry siding, or drivit.

(b) All single family residences constructed on the above described property shall have a minimum of 2,000 square feet of heated living space, provided, however, two-story single family residences shall contain a minimum of 1,500 square feet of heated living space on the ground floor. A variance may be requested for lower floor footage with a special approval letter from the Architectural Control Committee.

(c) Slab construction shall be allowed providing the finished main dwelling floor must be twenty-four (24) inches above the finished yard grade.

14. All dwellings or other buildings constructed on any lot shall have full masonry foundation which must be brick or veneer, or faced with brick in such a manner that no concrete block is visible above the grade. The exterior construction of all dwellings or other buildings shall be one hundred (100%) percent brick.

15. Single story residences shall have a minimum roof pitch of 8 and 12.

16. All garage doors shall remain closed, except for actual ingress or egress therein. There may be detached garages but a detached garage can only be located to the rear of the main residence. All attached garages must be of at least double car garage size, detached may be of single car garage size. Attached garages must have a side entry, detached garages may have a front entry.

17. Preassembled structures for residential purposes shall not be permitted even though said structure may meet all minimum square footage and other requirements.

18. A. No building shall be constructed or maintained on any lot (i) in any reserved drainage utility or landscape easement area; or (ii) closer to the street than the setback line as shown on the recorded plat.

B. Once construction has commenced, it shall proceed diligently. Owner is responsible for maintaining a neat and orderly construction site.

19. A. The only fences which shall be permitted on lots shall be erected only with the express written approval of the Architectural Committee, which is charged to ensure that said fences conform with the general character and atmosphere of the neighborhood. No wood fences shall be permitted on lots. Privacy fences shall only be 5' white vinyl. All picket fences shall be black wrought iron or black aluminum. All fences must be maintained in good repair, and owners agree to abide by reasonable requests for repairs and maintenance as may be made by the Architectural Committee. The style, height, and appearance of all fences must be approved by the Architectural Review Committee.

B. On all lots except corner lots, no fence shall be permitted between the front building or setback line and the street. However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted, PROVIDED, such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. On all corner lots, no fence shall be permitted between either building or setback line and either street. In the event an owner incorporates any utility, landscape or drainage easement shown on the plat within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage or other use of said easement.

20. All driveway entrances from the street to each lot shall conform to the following standards. The entrances from the street to each lot shall be sixteen (16) feet in width tapering back to no less than twelve (12) feet in width. The sixteen (16) foot apron shall extend to the inside edge of the sidewalk and said apron is to be of broom finish concrete only.

21. Any dwelling constructed upon any lot will not be erected nearer than forty (40) feet from the front property line so as to comply with the minimum building setback line as shown on said subdivision plat. In addition, no dwelling will be erected nearer than twenty (20) feet from the rear property line. Also, no dwelling will be constructed nearer than ten (10) feet to the property line on each side of the lot, except in the case of a corner lot. On corner lots, the minimum building setback line from any property line fronting a public street will conform to and comply with the recorded subdivision plat, and all other property lines of a corner lot will be subject to a ten (10) foot minimum building setback line.

22. No lot owner may construct or place any outbuilding, clothesline, satellite dish, solar panels, fence or any other structure, pen or enclosure, (specifically excluding basketball goals as long as the goal is placed in the backyard only), on the lot owner's property without the prior written approval of the Architectural Committee. No lot owner may have an above ground propane tank on lot.

23. No vehicles of any type shall be permanently or semi-permanently parked upon the properties or in the vicinity of any living unit or in the common area for the purpose of accomplishing repairs thereto, or the reconstruction of, except as permitted by the rules and regulations adopted by the Association. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being repaired.

24. There shall be no prolonged outside parking of recreational vehicles, including but not limited to, camping trailers, boats, and motor homes on any lot, street, or common area.

25. All windows must be constructed of wood sash and frame material or vinyl frame and insulating glass unless a variance is granted by the Architectural Committee.

26. The LEWIS DOWNS, SECTION I, PHASE I Subdivision step plan operation has been built to the engineering specifications and to the satisfaction of the Consolidated Utility District and has been accepted for operation and maintenance by Consolidated Utility District.

27. All floor plans must be submitted to the Architectural Review Committee before the commencement of any construction whatsoever on any lot. The Architectural Review Committee specifically reserves the right to refuse a floor plan for any reason, whether esthetic or personal choice of the Committee to continue or implement a master stylistic concept for the neighborhood, even if said plan meets all the requirements and restrictions as set forth in this document. The owner agrees that when purchasing a Lot in the subdivision, the Lot owner becomes subject to all the restrictions, rules, regulations and requirements contained herein, and that the decision of the Architectural Review Committee is final in all cases and is not subject to further review or challenge by arbitration, mediation or court.

28. All swimming pools must be in-ground and located to the rear, side or enclosed within the main dwelling. No above ground pools shall be permitted on lots.

ARTICLE NINE

EASEMENTS, ENCROACHMENTS, COMMON AREA

A. An easement on all lots is hereby reserved for installation and maintenance of utilities within the 20 foot area as shown on the plat of the subdivision.

B. Sidewalks. Each builder or contractor shall install a sidewalk on each of their properties at the time the driveway is poured and prior to the close of the house on said property. The sidewalk is to be approximately four (4) feet wide with an eighteen (18) inch grass strip between curb and sidewalk. The sidewalk shall meet the extension of any sidewalk existing on an adjacent lot and shall be constructed of concrete material. There can be no deviance from the measurements referred to hereinabove, nor of the type of material for the sidewalk. The sidewalk's height must match exactly the height of the adjacent lot's sidewalk and the height of the street curbs if then existing and there shall be no gaps, bumps or drops in the continuance sidewalk around the subdivision.

C. Easements for Utilities. Easements for installation of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements.

D. Common Areas. The Common Area shall be conveyed to the Association in fee simple for the use, enjoyment and convenience of all Owners. Each lot and residence is hereby declared to have, subject to the provisions of this Declaration, a non-exclusive easement over all the Common Areas for the benefit of such lot or residence, the Owners of such lot or unit and each of them, and for their respective families, guests, invitees and contract purchasers, for recreation and other appropriate intended purposes and uses and without limiting the generality of the foregoing, for ingress and egress over and through the common areas, subject to the right of the Association to adopt reasonable rules and regulations for such use. In furtherance of the establishment of this easement, the individual grant deeds and mortgages to each lot may, but shall not be required to, set forth the foregoing easement. Except as otherwise provided for by this Declaration, the Common Area may be alienated, released, transferred, or otherwise encumbered on with the written approval of all Owners and each holder of a first mortgage on any lot.

E. Association Functions. There is hereby reserved to Declarant, any successor to Declarant, and the Association or the duly authorized agents, managers and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration, and the other LEWIS DOWNS, SECTION I, PHASE I documents.

F. Ingress and Egress. In addition, there is reserved to Declarant for the use and benefit of any adjoining property that has been added as a new section to LEWIS DOWNS, SECTION I, PHASE I or is intended to be added as a new section, a right of ingress and egress over the streets, a right to attach to and use sewer and utility easements and such other easements as may be necessary to develop said property.

G. Covenants Running with Land. Each of the easements provided for in this Declaration shall be deemed to have been established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the lots and units and common areas, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which is the subject of this Declaration.

H. Subject to Prior Utility Easements. Notwithstanding anything herein expressly or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities, sewers, television, drainage, and similar facilities that are necessary or appropriate for the development of the properties.

I. Utility Easements, Duties and Rights. The rights and duties of the owners of lots or units, with respect to sanitary sewers and water, electricity, television, gas, and telephone shall be governed as follows:

1. Whenever sanitary sewer house connections and/or water house connections, or electricity, television, gas, or telephone lines are installed within the properties, which connections or any portion thereof lie in or upon lots or units owned by others, then the owners of the lots or units served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon lots or units or to have the utility companies enter upon the lots or units within the properties in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain said connections as when the same may be necessary.

2. When sanitary sewer house connections and/or water house connections, or electricity, television, gas, or telephone lines are installed within the unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his lot.

ARTICLE TEN

GENERAL PROVISIONS

A. Enforcement. The Association, Declarant, or any owner shall have the right to enforce by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration. The expense of enforcement shall be chargeable to the owner of the lot violating the provisions hereof, and shall constitute a lien on the lot or unit collectable in the same

manner as a general assessment. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall, in no event, constitute a waiver of the right to do so thereafter. Likewise, any lot or unit owner shall have a right of action against the Association for failure to comply with its duties.

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

C. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Developer, without joinder of any Owner, for a period of ten (10) years from the date hereof. Thereafter, any amendment of this Declaration may be amended by an declaration signed by not less than fifty-one (51%) percent of the lot owners or by Declarant, its successors and assigns without the joinder or consent of the Association or its members, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or effect any lien for the payment thereof established herein. Any amendment must be properly recorded to be valid. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

ARTICLE ELEVEN

ANNEXATION AND/OR ADDITION OF OTHER AREA TO PROPERTY

A. General. Declarant or his successors and assigns, shall be allowed to annex additional property by way of sections to LEWIS DOWNS, SECTION I, PHASE I without the consent of the Association or its members over any mortgagees or other lien holders; (other than those holding mortgages and liens on the real property being annexed) by the recordation of a supplementary Declaration as provided herein. Upon such annexation, the Association shall take whatever measures are necessary to add such annexed property and lots into the regime on an equal basis with the original property included hereunder.

B. Membership in Association. Upon the recording of any supplementary declaration, those lot owners contained therein shall become members of the Association obtaining all rights due members of the Association and becoming liable for all assessments and fees as set forth herein and/or in the Supplemental Declaration.

C. Common Area. All common areas in any annexed property will be deeded to the Association in fee simple to be held in accordance with this Declaration.

ARTICLE TWELVE

RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS

A. The holder, insurer or guarantor of the first mortgage on any unit shall be given notification in writing by the Association upon its sending to the Association a written request stating its name, and address of the unit it has the mortgage on, of any of the following actions: Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage; any sixty-day delinquency in the payment of assessment or charges owed by the Owner of any lot on which it holds a mortgage; a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owner's Association.

Notwithstanding anything to the contrary contained in the declarations, Declarant reserves the right to make any modifications, amendments and changes necessary in the documents to conform to F.N.M.A., F.H.L.M.C. and V.A. requirements and guidelines.

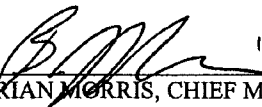
ARTICLE THIRTEEN

Declarant hereby contemplates that the Common Areas shall contain a swimming pool, decorative entrance, playground and sidewalks at this time. Because the construction of these amenities could take place or be completed prior to a lot owner beginning construction of his dwelling, extreme care must be taken by the Owner, his employees, agents and contractors not to cause any damage or destruction in any way to the amenities. Any damage or destruction to these amenities whether or not through the neglect of the Owner shall be the sole responsibility of the Owner to repair to the satisfaction of the Declarant or Association.

IN WITNESS WHEREOF, this instrument has been executed on the dates noted below.

Dated: This 17th day of July, 2007.

D & M EXCAVATING, LLC

BY: 
BRIAN MORRIS, CHIEF MANAGER

STATE OF TENNESSEE)
)SS
COUNTY OF RUTHERFORD)

Record Book
766 Pgs 2906

BEFORE ME, the undersigned authority, of the state and county aforesaid personally appeared BRIAN MORRIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Chief Manager of D & M Excavating, LLC, the within named bargainor, a company, and that he as such Chief Manager executed the foregoing Restrictive Covenants for the purposes contained therein, by signing the name of the corporation by himself as Chief Manager.

WITNESS MY HAND and official seal, at Murfreesboro, Tennessee, on this the 17th day of July, 2007.

NOTARY PUBLIC

My Commission Expires: 5/31/2011

Jennifer M Gerhart, Register
Rutherford County Tennessee

Rec #:	524964	Instrument #:	1510835
Rec'd:	140.00		
State:	0.00		
Clerk:	0.00	Recorded	
EDP:	2.00	7/23/2007 at 1:31 PM	
Total:	142.00	in	
		Record Book 766 Pgs 2879-2906	